Nov 24 1870
Mr Howard 1/4 to 2
Mr Bryan

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. ~~260.~~ 70

JAMES F. PENDERGAST, CHARLES H. PENDERGAST, AND HENRY A. FENWICK, APPELLANTS,

vs.

THE OWNER AND CLAIMANT OF THE STEAMER KALORAMA.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF MARYLAND.

FILED SEPTEMBER 30, 1869.

Dec 1870
Record
17 Howard 467
Clerk's Book

7

SUPREME COURT OF THE UNITED STATES.

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THE OWNER AND CLAIMANT OF THE STEAMER KALORAMA.

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1 THE UNITED STATES OF AMERICA,
District of Maryland, to wit:

At a circuit court of the United States for the fourth circuit, in and for the Maryland district, begun and held at the city of Baltimore on the first Monday of November, (being the second day of the same month,) in the year of our Lord one thousand eight hundred and sixty-eight—present, the Honorable S. P. Chase, Chief Justice of the Supreme Court of the United States; A. S. Ridgely, esquire, attorney; Washington Bonifant, esquire, marshal; James W. Chew, clerk—among other, were the following proceedings, to wit:

OWNER & CLAIMANT OF STEAMER KALORAMA
vs.
JAMES F. PENDERGAST, CHARLES H. PENDERGAST, & HENRY A. FENWICK.

Be it remembered that heretofore, to wit, on the 26th day of January, in the year of our Lord 1867, the said owner and claimant of the steamer Kalorama, by Robert J. Brent and Joseph L. Brent, esquires, their proctors, filed in the circuit court of the United States in and for the
2 Maryland district, in the words and [and] of the tenor following, to wit:

THE UNITED STATES OF AMERICA,
District of Maryland, to wit:

At a district court of the United States in and for the Maryland district, begun and held at the city of Baltimore on the first Tuesday of December, (being the fourth day of the same month,) in the year of our Lord one thousand eight hundred and sixty-six:

Present, the Honorable William F. Giles, judge Maryland district; William Price, esquire, attorney; Washington Bonifant, esquire, marshal; James W. Chew, clerk.

Libel.—Filed August 31st, 1866.

JAMES F. PENDERGAST, CHARLES H. PENDERGAST, & HENRY A. FENWICK
vs.
THE STEAMER KALORAMA.
} Libel.—In admiralty.

[50-cents U. S. int. rev. stamp.]

3 To the Honorable William Fell Giles, judge of the district court of the United States for the district of Maryland:

The libel of James F. Pendergast, Charles H. Pendergast, & Henry A. Fenwick, merchants, of the city of Baltimore, State of Maryland, against the steamer "Kalorama," her boats, tackle, apparel, & furniture, now lying in the port of Baltimore in the district aforesaid, within the admiralty & maritime jurisdiction of this honorable court, & against all persons who may lawfully intervene for their interests therein, in a cause of contract, civil & maritime, alleges & articulately propounds as follows, to wit:

First. That said steamer, being in the port of Baltimore aforesaid, needing repairs and supplies to enable her to proceed on her voyages to sea, the libellants, at the request sometimes of her master & sometimes of her owner, advanced & paid for said necessary repairs & sundry sup-

plies, sums of money at sundry times, amounting, in the aggregate, to $14,781 11, of which a more particular account is furnished in the schedule hereunto annexed.

Second. That at the times of said advances, the said steamer was a foreign steamer, not belonging to any resident or citizen of the State of Maryland, & it was impossible to procure said repairs & supplies, or the moneys therefor, except upon the credit of said steamer.

Third. That said advances were made by the libellants upon the credit of the said steamer, as well as on that of her master & owners.

Fourth. That the sum of $4,997 44 remains unpaid, &, with proper interest thereon, is now due to the libellants on account of the advances aforesaid, & that said balance is a lien on said steamer.

Fifth. That all & singular the premises are true & within the admiralty & maritime jurisdiction of this honorable court.

Wherefore the libellants pray that process, in due form of law, may issue against the said steamer "Kalorama," her boats, tackle, apparel, & furniture, & against all persons lawfully intervening for their interest therein, & that this honorable court will pronounce for their aforesaid demand, & decree the same to be paid, with costs, & grant to them such other & further relief as their case may require.

JOHN H. THOMAS,
Proctor for Libellants.

SCHEDULE.

The "Kalorama" & owners in account with Pendergast, Fenwick & Co.

DR.

1866.						
M'ch	28.	To cash paid		1		
	31.	" " "		14 67		
						15 67
April	5.	" " "		4 08		
	6.	" " "		535 65		
5	7.	" " "		592 20		
	10.	" " "		68 16		
	13.	" " "		296 69		
	14.	" " "		16 65		
	16.	" " "		10 00		
	17.	" " "		11 38		
	18.	" " "		33 32		
	19.	" " "		1,012 50		
	20.	" " "		58 59		
	21.	" " "		21 62		
	21.	" " "		35 45		
	23.	" " "		1 65		
	24.	" " "		271 09		
	26.	" " "		5 00		
	27.	" " "		10 50		
	28.	" " "		116 50		
	30.	" " "		67 50		
						3,168 49
May	3.	" " "		10 85		
	4.	" " "		549 42		
	5.	" " "		792 05		
	6.	" " "		5 95		

	7.	"	"	"	553 49	
	7.	"	"	"	664 13	
	8.	"	"	"	76 53	
	9.	"	"	"	274 89	
	10.	"	"	"	292 98	
	11.	"	"	"	5	
						2,936 29
				Forward		6,120 45
6						
	1866.	To amount bro't forw'd				6,120 45
May	12.	To cash paid			404 20	
	21.	"	"	"	31 32	
	22.	"	"	"	237 13	
	23.	"	"	"	71 69	
	23.	"	"	"	457 59	
	25.	"	"	"	125 52	
	26.	"	"	"	186 93	
	30.	"	"	"	16 33	
	31.	"	"	"	60 42	
						1,591 13
June	5.	"	"	"	546 10	
	6.	"	"	"	21 34	
	8.	"	"	"	76 31	
	9.	"	"	"	224 61	
	11.	"	"	"	42 37	
	12.	"	"	"	10	
	14.	"	"	"	100	
	15.	"	"	"	559 06	
	16.	"	"	"	11 52	
	18.	"	"	"	38 50	
	20.	"	"	"	4 69	
	22.	"	"	"	66 49	
	23.	"	"	"	308 50	
	26.	"	"	"	59 20	
	26.	"	"	"	7 98	
	27.	"	"	"	158 75	
	29.	"	"	"	32 50	
	30.	"	"	"	1,156 57	
						3,424 49
July	2.	"	"	"	6 57	
7	10.	"	"	"	366 91	
	11.	"	"	"	6 91	
	12.	"	"	"	214 50	
						594 89
				Forward		$11,730 96
	1866.	To amount bro't forward				11,730 96
July	14.	"	"	"	20	
	21.	"	"	"	3 71	
	24.	"	"	"	20	
	25.	"	"	"	10 61	
	28.	"	"	"	15	
						69 32

Aug.	3.	"	"	"	296 88
	7.	"	"	"	20 83
	8.	"	"	"	4 20
	11.	"	"	"	12 92
	14.	"	"	"	150
	16.	"	"	"	25
	22.	"	"	"	39 99
	22.	"	"	"	142 92
	22.	"	"	"	227 41
	23.	"	"	"	50
					968 15
					12,768 43
		"	"	"	12 68
					$12,781 11
Aug.	23.	To balance			2,987 94
	25.	" cash paid			9 50
		E. & O. E.			$2,997 44
June	8.	To cash paid			2,000 00
					$4,997 44

8 CR.

Ap'l	10.	By cash received			$2,000
	18.	"	"	"	35
	19.	"	"	"	1,065 70
	20.	"	"	"	71 82
	23.	"	"	"	259 39
	26.	"	"	"	21 84
					3,453 75
May	3.	"	"	"	1,500
	8.	"	"	"	24 80
	9.	"	"	"	150
	11.	"	"	"	871 33
	21.	"	"	"	44 35
	22.	"	"	"	1 42
					2,591 90
		Forward			6,045 65
1866.		By amount brought forward			6,045 65
May	23.	" cash received			25
	24.	"	"	"	1,480 30
	26.	"	"	"	1 10
	30.	"	"	"	1,400
					2,906 40
June	4.	"	"	"	40 77
	26.	"	"	"	517 22
	26.	"	"	"	171 38
	30.	"	"	"	7
					736 37

July 12. " " "	.....	23 75
	Forward	$9,712 17
1866. By amount brought forward		9,712 17
July 31. " cash		81
Aug. 23. " balance		2,987 94
		$12,781 11

BALTIMORE, *Aug.* 23, 1866.

9 *Attachment.*

THE UNITED STATES OF AMERICA,
District of Maryland, to wit:

To the marshal for the Maryland district, greeting:

We command you that you attach, seize, take, and safely keep steamer "Calorama," her boats, tackle, apparel, & furniture, to answer the libel of James F. Pendergast, Charles H. Pendergast, & Henry A. Fenwick in a cause of contract, civil & maritime, and how you shall execute this precept you make known to us in our district court for the district aforesaid, at the United States court-room in the city of Baltimore, on the fifteenth day of September next, and have you then and there this writ.

Witness the Honorable William F. Giles, judge of our said district court, this first Tuesday of June, in the year of our Lord one thousand eight hundred and sixty-six.

Issued 31st day of August, 1866.

[SEAL.]

JA'S W. CHEW,
Clerk Dis't C't.

Marshal's return.

Atta'd Sept. 1st, 1866, in custody of sheriff.

W. BONIFANT, *U. S. Marshal.*

Answer.

10 PENDERGAST, FENWICK & Co. } In admiralty.
vs.
STEAMER "KALORAMA." }

To the Honorable William F. Giles, judge of the district court of the United States for the district of Maryland:

And now, Thomas P. Morgan, of the District of Columbia, merchant, intervening for his interest in the steamer "Kalorama," appears before this hon. court, & for answer to the libel of said libellants ag'ts the said steamer "Kalorama," her tackle, apparel, & furniture, & against all persons lawfully intervening for their interest in said steamer, alleges & articulately propound as follows:

First. That the respondent is the lawful & only owner of the said "Kalorama," libelled as aforesaid.

Second. That the repairs & supplies as in the said libel propounded were not necessary repairs & supplies.

Third. That the advances for said supplies & repairs were not made on the credit of said steamer.

Fourth. That the alleged indebtedness of the said steamer growing out of the schedule annexed to said libel, & the balance claimed to be due thereon, did not arise or accrue on a cause of contract, civil & 11 maritime, and that the said steamer cannot be charged therefor.

Fifth. That the said steamer is not indebted to the said libellants.

Sixth. That before the filing of the libel herein, the libellants had brought their action at common law for the same cause of action set forth in the libel herein, & the schedule annexed thereto ag'st this respondent personally in the supreme court of Baltimore City, State of Maryland, and obtained therein a certain writ of attachment ag'ts the property of this respondent, which said writ was executed by the sheriff of Baltimore City, taking into his possession, under the instructions of the said libellants, the said steamer "Kalorama" libelled herein, and said action at common law is still pending and undecided.

Seventh. That all & singular the premises are true; in verification whereof, if denied, the respondent craves leave to refer to proofs to be by them exhibited in this cause.

Wherefore the respondent prays that this hon. court would be pleased to pronounce against the libel aforesaid, and to condemn the libellants in costs, & otherwise right & justice to administer in the premises.

R. J. BRENT,
Proctor for Claimant.

12 Sworn to in open court before me this December 12, '66.

JA'S W. CHEW, *Clerk.*

Claim.

In the United States district court.

PENDERGAST, FENWICK & CO.
vs.
STEAMER "CALORAMA."

To the Hon. William F. Giles, judge of said court:

And now comes Thomas P. Morgan, owner of the steamer "Calorama," libelled by the libellants herein, & says and claims that he is the true & bona-fide owner of the said steamer Calorama, & that no other person is the owner thereof.

R. J. BRENT,
Proctor for Claimants.

Sworn to before me this 24th day of October, 1866, by Thomas P. Morgan.

ISAAC BROOKS, JR.,
U. S. Commissioner.

Stipulation.

THE UNITED STATES OF AMERICA,
District of Maryland, to wit:

Be it remembered that on this twenty-fourth day of October, in 13 the year of our Lord one thousand eight hundred and sixty-six, before me, Isaac Brooks, jr., a commissioner appointed by the circuit court of the United States for the fourth circuit in and for the Maryland

district, pursuant to the act of Congress entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," appears Thomas P. Morgan, Captain William Applegarth, Henry Kelsey, Frank Clarke, & George F. Needham, of the district aforesaid, in their proper persons, and submit themselves to the jurisdiction of the district court of the United States for the district of Maryland, and consent to bind themselves, and do acknowledge themselves, their heirs, executors, and administrators, to be bound in the sum of ten thousand dollars for the claimants of the steamer Kalorama unto James F. Pendergast, Charles H. Pendergast, & Henry A. Fenwick, to perform and fulfil the final order and decree of the said district court, and, in case of an appeal from such final order and decree of the said district court, then the final order and decree of the circuit court of the United States for the fourth circuit in and for the Maryland district, and, in case of an appeal from such final order and decree of the said circuit court, then the final order and decree of the Supreme Court of the United States, in a certain cause now depending in the said district court, wherein the said James F. Pendergast, Charles
14 H. Pendergast, & Henry A. Fenwick are libellants, and the claimants of the said steamer Kalorama are respondents, and unless they so do they severally consent that execution shall issue against them, their heirs, executors, and administrators, their goods, chattels, lands, and tenements, wheresoever found or to be found.

Acknowledged before—

ISAAC BROOKS, JR.,
U. S. Commissioner.

[5-cents U. S. int. rev. stamp.]

On examination of the parties stipulating under oath the bond is satisfactory.

ISAAC BROOKS, JR,
U. S. Commissioner.

Decree.

In the district court of the United States for the district of Maryland.

JAMES F. PENDERGAST, CHARLES H. PENDERGAST, & Henry A. Fenwick
vs.
STEAMER "KALORAMA."

This cause standing ready for hearing, & the proceedings, evidence, & arguments of the proctors on each side having been read, heard, & considered, & it appearing to the satisfaction of the court that the sum of $5,132 36 is due to the libellants, it is thereupon, this fifteenth
15 day of December, 1866, adjudged, ordered, & decreed that Thomas P. Morgan, William Applegarth, Henry Kelsey, Frank Clarke, and George F. Needham, the stipulators in the above cause, pay to the said libellants, James F. Pendergast, Charles H. Pendergast, and Henry A. Fenwick, within twenty days from the date of this decree, the sum of $5,132 36, with interest from the date hereof, & the costs of these proceedings.

WILLIAM F. GILES.

From which said decree, so as aforesaid passed, the said claimant of the said steamer Kalorama, and the said stipulators, by Robert J.

Brent, esquire, their proctor, in open court here, have prayed an appeal to the circuit court of the United States for the fourth circuit in and for the Maryland district, to be held at the city of Baltimore on the first Monday in April next; and to him it is granted.

Thereupon it is ordered by the court here, that the records and proceedings aforesaid, with all things relating thereto, be transmitted to the said circuit court; and the same are hereby transmitted accordingly.

Appeal bond.

16 Know all men by these presents that we, William Applegarth, Frank Clarke, John A. Applegarth, Asa Needham, & James Murray, are held and firmly bound unto James F. Pendergast, Charles H. Pendergast, & Henry A. Fenwick in the sum of ten thousand five hundred dollars, ($10,500,) to be paid them, their executors, administrators, and assigns; to which payment, well & truly to be made, we bind ourselves, our heirs, executors, & administrators, jointly and severally, firmly by these presents, dated this day of A. D. 186 .

Whereas the district court of the United States for the district of Maryland has entered a decree, bearing date 15th day of December, 1866, that the aforesaid obligees should recover from Thomas P. Morgan, William Applegarth, Frank Clarke, and George F. Needham the sum of five thousand one hundred & thirty-two $\frac{36}{100}$ dollars, in a certain cause wherein the said obligees are libellants, & the said Thomas P. Morgan was claimant, of the "Steamer Kalorama," her tackle, apparel, & furniture, & respondent, & the said Applegarth, Kelsey, Clarke, & Needham were stipulators; and whereas all the said parties against whom the said decree was rendered have appealed therefrom to the circuit court of the United States for the district of Maryland:

Now, therefore, the condition of the above obligation is such,
17 that if the above-named appellants shall prosecute this appeal with effect, & pay all such costs, damages, & expenses decreed against them by the said circuit court in case they fail to make their appeal good, then this obligation to be null & void; otherwise to remain in full force & effect.

Witness our hands & seals on this 24th day of December, 1866.

The words "William Applegarth, Henry Kelsey," in the 9th line from bottom of 1st page, & the words "in case they fail to make their appeal good," on the second page, interlined & approved before signing.

W. APPLEGARTH.	[SEAL.]
FRANK CLARKE.	[SEAL.]
JOHN A. APPLEGARTH.	[SEAL.]
ASA NEEDHAM, JR.	[SEAL.]
JA'S MURRAY.	[SEAL.]

Signed & sealed in presence of—
J. L. BRENT.

Bond approved 24th December, 1866.

WILLIAM F. GILES.

In testimony that the aforegoing is a true copy taken from the record and proceedings of the district court aforesaid, I have hereunto subscribed my name and affixed the seal of the said district court this twenty-sixth day of January, in the year of our Lord one thou-
18 sand eight hundred and sixty-seven.

[SEAL OF THE DISTRICT COURT.] JAMES W. CHEW,
Clerk District Court.

[5-cents U. S. int. rev. stamp.]

Deposition of James F. Pendergast, witness for the appellees, taken before Isaac Brooks, jr., U. S. commissioner for the district of Maryland, at the city of Baltimore, on the 25th day of March, 1867.

James F. Pendergast, a witness for the appellees in certain civil causes depending in the circuit court of the United States for the district of Maryland, wherein the owners & claimants of the steamer Kalorama are appellants, the owners & claimants of the steamer General Custer, are appellants, and James F. Pendergast, Charles H. Pendergast, and Henry A. Fenwick are appellees. And the said James F. Pendergast, being by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the appellees, makes oath, deposeth, and saith as follows, to wit:

I am a member of the firm of Pendergast, Fenwick & Company, the appellees. It is composed of myself, Charles H. Pendergast, & Henry A. Fenwick. My brother, Jerome Pendergast, a long time ago had an interest in the firm, but has long since left it. He left the firm
19 before these bills were contracted. The firm was composed of the appellees at the time the bills were contracted, to recover which the libels were filed. Some time previous to the 14th of March, 1866, Mr. Morgan, one of the appellants, called on me personally, to know if I could put one or more steamers, which he owned, in the Charleston line, which was then being run by Pendergast, Fenwick & Company; he named the General Custar, and said that he had also others which he wished to put in. These vessels were then in New York. I replied, "I am going back to New York in a day or two, and will examine the steamers, and if they are suitable, I can likely make the arrangement for you." He subsequently came to New York. I examined the General Custar in person, made an agreement to purchase or run the ship according to these letters now produced and filed as Exhibits J. F. P., No. 1 & No. 2. The first is a copy of a letter written, as it purports to have been, by Pendergast Brothers & Co. to Comstock, and the second is a copy of Comstock's reply thereto.

(It is agreed by the proctors on both sides that the said copies may be used as if they were the originals.)

Comstock was the agent of Morgan, Rhinehart & Co., in New York, and part owner of the General Custar, and we had been referred to him by Mr. Morgan, and authorized to negotiate with him in reference to the steamer General Custar. Later, the business between this port
20 and Charleston being very heavy, Mr. Morgan applied to us, the firm of Pendergast, Fenwick & Co., to take in also the steamer Kalorama on the line, which ship was then lying up in New York. He sent officers and crew to New York to bring the steamer to Baltimore, to run also in the Charleston line. The accounts filed as exhibits with the libels, the one showing an indebtedness of $6,318 66 against the steamer General Custar and owners, the other showing an indebtedness of $4,997 44 against the steamer Kalorama and owners, with proper interest upon each of them respectively, are correct accounts of money expended in and upon each of said steamers respectively, by Pendergast, Fenwick & Co., and of the balance due to said firm on account thereof. I herewith file said accounts, obtained from court for that purpose, marked, respectively, J. F. P., No. 3, & J. F. P., No. 4. The cash charged in said accounts was all for the use of said steamers, to pay her officers & crew, to pay for coal, repairs, and disbursements; and all the expenses so paid were incurred for supplies ordered by the master of

the vessel, to which it is charged, or by some other recognized officer thereof, acting under his immediate supervision, whose orders were recognized and adopted by him. The advances made and charged for in those two accounts were made under special orders given by me
21 as senior partner to the house of Pendergast, Fenwick & Co., "that all money paid should be charged to the steamers and owners thereof." It is a general rule of our house in advancing to ships that we shall bind the ships and owners as well. The firm of Pendergast, Fenwick & Co. would not have made the advances to said steamers otherwise than upon the credit of said steamers, as well as their owners. Mr. Morgan, one of the appellants, was in Baltimore nearly every time of the arrival of each steamer. He had full access to our books and accounts, so far as he desired—I was not here—so far as my knowledge goes, to our books and accounts, in which my entries were made concerning said steamers. After the steamers were attached by the sheriff, no stores or anything else were taken off by any orders or sanction of mine. During the time the steamers were running, there was a large amount of freight going forward to Charleston; there was a good deal of excitement and expected competition in the business; the steamers returned homeward with very little freight; the southern railroads were obstructed at the time; and it was expected, as soon as opened, large return freights could be obtained. Mr. Morgan was aware of the amount of the freight list of each ship as she left the port, and frequently said that the business would likely be a great success; as
22 he had little to do in Washington, he would likely soon come over to assist Pendergast, Fenwick & Company in the enterprise. The Kalorama was run under the same agreement and understanding as the General Custar.

Cross-examination.

Mr. Jerome Pendergast is and was a clerk in our employ during these transactions. I had a house in New York at the time. I was probably in Baltimore every two weeks. I suppose that these steamers were running at a loss—a small loss, but the extent of which I did not know. The steamers would leave here with a fine freight, but the unsettled state of affairs at Charleston at the time rendered it impossible to deliver cargoes without heavy losses in stealing and falling short in various ways. As near as I can remember, we have known as much as six or seven hundred dollars to be paid on this account by a single steamer, and rarely a case in which this did not occur to a greater or less extent. Sometimes, in consequence of these causes, we could not get our accounts for three weeks at least, or perhaps more. I did not inform Mr. Morgan that his boats were being run at a loss. I heard Mr. Morgan say that he told Mr. Fenwick that he did not want his boats to run at loss. I think it was about the time the ships were seized by Mr. Fuller, under
23 attachment issued by Mr. Fuller. This was, I think, about June 1866, though I am not positive. I can't clearly remember whether he ever said the same thing to me. It was not supposed by any of us, that the steamers, either Mr. Morgan's or our own, were running much behindhand, but the excitement was great, and it was impossible to get the accounts and determine the results until we withdrew & laid the steamers up.

Question. Did Mr. Morgan, or Mr. Comstock, or any person on their behalf, ever tell you or any member of your firm, as far as you know, that it was not desirable that these steamers should be run at a loss?

Answer. I remember no such conversation with myself, in the beginning or at any time, except some remarks which were made about the time the steamers were seized, when the business became dull.

Question. Is it usual and ordinary that the agents of vessels or steamers should run them at a loss for more than one trip without informing the owner of the fact of such loss; and does the fact of such loss, when it takes place, affect the right of the agent to claim ten per cent. upon the gross receipts, when contracted for, as in your case?

Answer. It is very common in an enterprize like this, when it
24 was expected to be a success, and that the business would continue to improve, that the losses of one ship would be made up by the next one; and, as before stated, in consequence of the non-receipt of her accounts, neither profit nor loss could be determined on. I cannot see that such loss should affect the right of the agent to claim his commission, or otherwise affect his compensation to which he is entitled.

Question. State whether your commissions are included in the accounts Nos. 3 & 4, heretofore referred to; and what is their real amount?

Answer. The accounts are correct; from a personal examination of the books of the house, commissions and all are charged therein; for particular items I can only refer to my book-keeper. I cannot state the aggregate amount of commissions. I am not aware that there is any interest included in these accounts. The credit side is composed of the receipts of the ship.

Question. What constitute the items of the charges entered on the 26th & 23rd of May, on the 8th of June, and 19th of June, on 15th, 23rd, 27th of June, 11th July, August 3rd, 14th, 22nd, 23rd? State these items separately.

Answer. I refer to the book-keeper and active partner, Mr. Fenwick.

Question. State what composes the item of $2,000, charged 8th June, in account No. 3, and item for $2,000, charged July 8th, in account marked No. 4.

25 Answer. The drafts, a copy of which are annexed, made by the commissioner from the original, will show these drafts were paid by my house. These drafts were given on our house, as the representation was made to me by Mr. Morgan, at the time our house accepted them, for the purpose of raising money to pay indebtedness on the ships, and they were requested to be drawn accordingly. These drafts were paid at maturity by our house.

JAMES F. PENDERGAST.

Subscribed & sworn to before me this 25th day of March, 1867.

ISAAC BROOKS, JR.,
U. S. Commissioner.

Then adjourned to 27th day of March, 4 p. m.

Exhibit J. F. P., No. 1.

NEW YORK, *March 17th*, 1866.

PENDERGAST BRO'S & CO., 62 *Beaver St., New York City:*

Your communication, dated 14th inst., relative to the purchase of the steamer "General Custar," for the sum of $25,000, at the expiration to two trial trips between the ports of Baltimore & Charleston, or
26 Savannah, is received, and considered, and accepted with the fol-

lowing exceptions: To sail from New York on the 16th, or as soon thereafter as possible.

The terms of ½ at 4 months to be left open for consideration of all parties in interest, at the time of purchase decision.

Yours, respectfully,
(Signed) E. G. COMSTOCK.

Exhibit J. F. P., No. 2.

NEW YORK, *March 14th*, 1866.

E. G. COMSTOCK, Esq.

DEAR SIR: Referring to our conversation to-day, we beg to say that we will accept your terms for the steamer "Gen'l Custar."

We will take her for two voyages to Charleston or Savannah & back, as we may decide through our Baltimore house, Pendergast, Fenwick & Co., and on the event of our being satisfied with the vessel, we are to purchase her at the sum of $25,000—say ½ in cash; balance, our paper at 4 months. For the two voyages we are to charge you 10 % com'n on the gross freights of the vessel, and to disburse the steamer & have all freights & disbursements insured, and in case we do not find the vessel satisfactory after a trial of two trips, we agree to retain her in
27 the southern trade on the terms above mentioned. It is understood the steamer will sail from here for Baltimore, 16th inst., consigned to Pendergast, Fenwick & Co., Baltimore. We also understand & agree that the vessel shall be acceptable to the underwriters in Balto. & insure at lowest rates.

Yours, respectfully,
(Signed) PENDERGAST BRO'S & CO.

Exhibit J. F. P., No. 3.

St'r Kalorama & owners in acc't with Pendergast, Fenwick & Co. [*Cr.*]

DR.

1866.					
M'ch	26.	To cash paid	1		
	31.	" " "	14	67	
					15 67
Ap'l	5.	" " "	4	08	
	6.	" " "	535	61	
	7.	" " "	592	20	
	10.	" " "	68	16	
	13.	" " "	296	69	
	14.	" " "	16	65	
	16.	" " "	10		
	17.	" " "	11	38	
	18.	" " "	33	32	
	19	" " "	1,012	50	
	20.	" " "	58	59	
	21.	" " "	21	62	
	21.	" " "	35	45	
28	23.	" " "	1	65	
	24.	" " "	271	09	
	26.	" " "	5		
	27.	" " "	10	50	

	28.	"	"	"	116 50	
	30.	"	"	"	67 50	
						3,168 49
May	3.	"	"	"	11 85	
	4.	"	"	"	549 42	
	5.	"	"	"	792 05	
	6.	"	"	"	5 95	
	7.	"	"	"	553 49	
	7.	"	"	"	664 13	
	8.	"	"	"	76 53	
	9.	"	"	"	274 89	
	10.	"	"	"	2 98	
	11.	"	"	"	5	
						2,936 29
				Forward		6,120 45
1866.		To amount brought forward				6,120 45
May	12.	"	cash paid		404 20	
	21.	"	"	"	31 32	
	22.	"	"	"	237 13	
	23.	"	"	"	71 69	
	23.	"	"	"	457 59	
	25.	"	"	"	125 52	
	26.	"	"	"	186 93	
	30.	"	"	"	16 33	
	31.	"	"	"	60 42	
						1,591 13
June	5.	"	"	"	546 10	
	6.	"	"	"	21 34	
29	8.	"	"	"	76 31	
	9.	"	"	"	224 61	
	11.	"	"	"	42 37	
	12.	"	"	"	10	
	14.	"	"	"	100	
	15.	"	"	"	559 06	
	16.	"	"	"	11 52	
	18.	"	"	"	38 50	
	20.	"	"	"	4 69	
	22.	"	"	"	66 49	
	23.	"	"	"	308 50	
	26.	"	"	"	59 20	
	26.	"	"	"	7 98	
	27.	"	"	"	158 75	
	29.	"	"	"	32 50	
	30.	"	"	"	1,156 57	
						3,424 49
July	2.	"	"	"	6 57	
	10.	"	"	"	366 91	
	11.	"	"	"	6 91	
	12.	"	"	"	214 50	
						594 89
						11,730 96
				Forward		11,730 96

1866.	To amount brought forward.....				
July 14.	" cash paid.....		20		
21.	" " "		3	71	
24.	" " "		20		
25.	" " "		10	61	
28.	" " "		15		
					69 32
Aug. 3.	" " "		296	88	
7.	" " "		20	83	
30 8.	" " "		4	20	
11.	" " "		12	92	
14.	" " "		150		
16.	" " "		25		
22.	" " "		39	99	
22.	" " "		140	92	
22.	" " "		227	41	
23.	" " "		50		
					968 15
					12,768 43
	" " "				12 68
					$12,781 11
Aug. 23.	To balance.....				2,987 94
25.	" cash paid.....				9 50
	E. & O. E.				2,997 44
June 8.	To cash paid.....				2,000 00
					4,997 44

Cr.

1866.					
Ap'l 10.	By cash received.....		2,000		
18.	" " "		35		
19.	" " "		1,065	70	
20.	" " "		71	82	
23.	" " "		259	39	
26.	" " "		21	84	
					3,453 75
May 3.	" " "		1,500		
8.	" " "		24	80	
9.	" " "		150		
11.	" " "		871	33	
21.	" " "		44	35	
31 22.	" " "		1	42	
					2,591 90
	Forward.....				6,045 65
1866.	By am't brought forward.....				6,045 65
May 23.	" cash received.....		25		
24.	" " "		1,480	30	
26.	" " "		1	10	
30.	" " "		1,400		
					2,906 40

June 4.	"	"	"	40 77	
26.	"	"	"	517 22	
26.	"	"	"	171 38	
30.	"	"	"	7	
					736 37
July 12.	"	"	"		23 75
			Forward		9,712 17

1866.	By am't brought forward		9,712 17
July 31.	" cash		81
Aug. 23.	" balance		2,987 94
			12,781 11

BALTIMORE, *Aug. 23rd*, 1866.

32 *Exhibit J. F. P., No. 4.*

St'r "General Custar" in acc't with Pendergast, Fenwick & Co.

DR.

1866.					
M'ch 21.	To cash paid			350	
24.	"	"	"	328 56	
26.	"	"	"	16 77	
27.	"	"	"	85 55	
28.	"	"	"	283 72	
28.	"	"	"	9 25	
28.	"	"	"	35 25	
31.	"	"	"	101 82	
					1,210 92
Ap'l 2.	"	"	"	20	
4.	"	"	"	704 51	
7.	"	"	"	178 69	
9.	"	"	"	2 20	
10.	"	"	"	383 83	
11.	"	"	"	5 50	
12.	"	"	"	13 70	
13.	"	"	"	64 50	
14.	"	"	"	201 60	
16.	"	"	"	13 25	
16.	"	"	"	267 22	
19.	"	"	"	6 25	
20.	"	"	"	63 64	
21.	"	"	"	20 81	
23.	"	"	"	12 22	
24.	"	"	"	459 60	
25.	"	"	"	54 67	
26.	"	"	"	19 90	
33 27.	"	"	"	22 95	
27.	"	"	"	277 12	
28.	"	"	"	165 77	
30.	"	"	"	25 75	
30.	"	"	"	67 50	
					3,051 18

			Forward			4,262 10
1866.		To amount brought forward				4,262 10
May	1.	" cash paid		626	74	
	3.	" " "		12	25	
	4.	" " "		612	75	
	5.	" " "		87	03	
	7.	" " "		855		
	8.	" " "		62		
	7.	" " "		439	28	
	9.	" " "		361		
	10.	" " "			90	
	11.	" " "		7	50	
	12.	" " "		896	62	
	12.	" " "		222		
	15.	" " "		20	90	
	19.	" " "		132	96	
	19.	" " "		33	75	
	21.	" " "		2	50	
	22.	" " "		126	03	
	23.	" " "		345		
	23.	" " "		32	93	
	24.	" " "		17	75	
	25.	" " "		353	43	
	26.	" " "		44	66	
34	26.	" " "		291	11	
	26.	" " "		108	60	
	29.	" " "		1	51	
	29.	" " "		2	15	
	31.	" " "		26	25	
	31.	" " "		100		
						5,822 60
June	2.	" " "		98	68	
	5.	" " "		43	17	
	6.	" " "		4		
						137 85
			Forward			10,222 55
1866.			To amount brought forward			10,222 55
June	8.	" " "		12	92	
	9.	" " "		101	79	
	9.	" " "		42	85	
	11.	" " "		267	06	
	14.	" " "		543	51	
	15.	" " "		1,182	44	
	16.	" " "		103	68	
	18.	" " "		38	06	
	20.	" " "		4	59	
	22.	" " "		261	79	
	22.	" " "		1	50	
	23.	" " "		62	01	
	26.	" " "		59	20	
	26.	" " "		10	39	
	29.	" " "		20		
	30.	" " "		589	67	

	30.	"	"	"	11 88	
	30.	"	"	"	7	
35	30.	"	"	"	588 35	
	30.	"	"	"	8 65	
						3,917 34
July	2.	"	"	"	51 32	
	3.	"	"	"	30	
	6.	"	"	"	30	
	10.	"	"	"	3 95	
	10.	"	"	"	45 84	
	12.	"	"	"	74 70	
	12.	"	"	"	4 46	
	13.	"	"	"	3	
	14.	"	"	"	20	
	21.	"	"	"	162 45	
						366 32
			Forward			14,506 21
1866.		To amount brought forward				14,506 21
July	25.	" cash paid			10 60	
	28.	"	"	"	15	
	31.	"	"	"	21	
						46 60
Aug.	3.	"	"	"	347 29	
	3.	"	"	"	1 40	
	4.	"	"	"	2 15	
	8.	"	"	"	10 50	
	11.	"	"	"	1 20	
	14.	"	"	"	375	
	16.	"	"	"	25	
	22.	"	"	"	282 39	
						1,044 93
						15,597 74
Aug.	23.	To balance due				4,318 66
July	8.	" cash paid				2,000
		" balance due				$6,318 66

36 CR.

1866.						
Mc'h	24.	By cash received				90
Ap'l	12.	" cash received			157 73	
	13.	"	"	"	35	
	14.	"	"	"	2,000	
	20.	"	"	"	30	
	21.	"	"	"	1,500	
	23.	"	"	"	4 52	
	26.	"	"	"	35	
	27.	"	"	"	25	
	30.	"	"	"	1,256 25	
						5,043 50

May	3.	"	"	"	1,500
	4.	"	"	"	26 84
	6.	"	"	"	40
	7.	"	"	"	5 21
	12.	"	"	"	20
					1,592 05
				Forward	6,725 55
1866.		By amount brought forward			6,725 55
May	12.	" cash received			494 19
	12.	"	"	"	95 94
	21.	"	"	"	1 15
	22.	"	"	"	9 35
	24.	"	"	"	1,525
	26.	"	"	"	12
	26.	"	"	"	1
	29.	"	"	"	151 16
					2,289 79
June	2.	"	"	"	5
	4.	"	"	"	400
	9.	"	"	"	100
					505
				Forward	9,520 34

37

1866.		By amount brought forward			9,520 34
June	22.	" cash received			1,600
	25.	"	"	"	45 74
	26.	"	"	"	43
					1,688 74
July	14.	"	"	"	70
				Forward	11,279 08
1866.		By amount brought forward			11,279 08
		" balance			4,318 66
					15,597 74

E. & O. E.

BALTIMORE, *Aug.* 23, 1866.

$2,000. WASHINGTON, D. C., *April 21st*, 1866.

Forty-five days after date pay to the order of myself two thousand dollars, value received, and charge the same to account advances to steamer "Kalorama."

(S'g'd) [Signature of Tho's P. Morgan erased.]

To PENDERGAST, FENWICK & Co., *Baltimore, M'd.*

Due June 5–8.

(Indorsed:) S'g'd, [signature of Pendergast, Fenwick & Co. erased.]

(Endorsed:) Tho's P. Morgan. Morgan, Rhinehart & Co. Pay D. Sprigg, esq., cashier, or order. Moses Kelly, cashier.

$2,000. WASHINGTON, D. C., *April 21st*, 1866.

Seventy-five days after date pay to the order of myself two
38 thousand dollars, value received, and charge the same to account of advances to steamer "Gen'l Custar."

(S'g'd) [Signature of Tho's P. Morgan erased.]

To PENDERGAST, FENWICK & Co. *Baltimore, M'd.*

Due July 5–8.

(Indorsed:) [Signature of Pendergast, Fenwick & Co. erased.]

(Endorsed:) Tho's P. Morgan. Morgan, Rhinehart & Co. Pay D. Sprigg, esq., cashier, or order. Moses Kelly, cashier.

Deposition of Henry A. Fenwick and Charles H. Pendergast, witnesses for the appellees, taken before the same commissioner, at the city of Baltimore, on the 1st day of April, 1867.

Henry A. Fenwick, a witness for the appellees in certain civil causes depending in the circuit court of the United States for the district of Maryland, wherein the owners & claimants of the steamer "Kalorama" are appellants, and the owners & claimants of the steamer "Gen'l Custer" are appellants, and James F. Pendergast, Charles H. Pendergast, & Henry A. Fenwick are appellees. And the said Henry A. Fenwick, being by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the appellees, makes oath, deposes, and saith as follows, to wit:

I am a member of the firm of Pendergast, Fenwick & Co., com-
39 posed of myself and the other libellants in these causes. The accounts H. A. F., No. 1, & H. A. F., No. 2, are correct accounts of the indebtedness due by the steamers General Custar & Kalorama, respectively, and their owners, to the libellants, Pendergast, Fenwick & Company, up to the dates to which said accounts profess to be made. A portion of that account, $825 81, a part of the indebtedness of the steamer General Custar, charged in the accounts heretofore filed, and $736 16, part of that charged in the account of the Kalorama, was due when said steamers came into our hand, for debts due to the crew & officers of said steamers, and were paid by us at the request of the owners of the vessels.

Question. Were or were not the disbursements and charges in the accounts against the two steamers made upon the credit of said steamers and owners?

(Objected to by proctor for appellant.

Question withdrawn by proctor for appellees.)

Question. Upon what credit was the indebtedness charged in the two accounts heretofore filed, contracted?

Answer. Upon the credit of the ships.

Question. Would you have furnished anything to said steamers upon the credit of the owners alone?

(Question objected to by proctor for appellants.)

Answer. No, sir.

Question. Did anything ever occur between the libellants and the respondents, or either of them, indicating whether or not said in-
40 debtedness was considered as constituting liens against said steamers; if yea, what was it, and with whom did it occur?

(Question objected to by proctor for appellant.)

Answer. Mr. Morgan said we (Pendergast, Fenwick & Co.) had the steamers in our hands, and they, the steamers, were responsible for

the indebtedness against them; he said this whilst the accounts were accruing.

Question. Did he desire you to make any additional advances over and above those indicated as due by said accounts; and did he, as an inducement thereto, say what securities you were entitled to look to for the balances then due?

Answer. He told us to pay bills for said steamers that came in against said steamers' accounts since they came into our hands. He did not say anything, but we looked to the steamers.

Cross-examined.

Question. State what amount of money you claimed to be due your firm on account of advances to the Kalorama & the Gen'l Custar, respectively.

Answer. The steamer Kalorama, $4,715 38, and $6,364 64 for the General Custar, exclusive of interest, except as included in the accounts marked H. A. F., No. 1 & No. 2.

Question. You state that $825 81 was due on account of the General Custar, and $736 16 on account of the Kalorama, before these steamers came into your hands. To whom did you pay this money?

41 Answer. We paid it to the captains & crew, and for sundry items. We paid it ourselves.

(The proctor for the appellants here proposes to file certain copy-presses of accounts handed him by the proctor for the appellees, under notice given the day before, whereupon the proctor for the appellees withdraws the papers from the proctor for the appellants, & refuses to allow the same to be filed, saying that he, the proctor for the appellants, will be at liberty to give parol evidence of the contents, or that the proctor for the appellants may have said papers to file in connection with the testimony of any witness who has spoken of them, or who may hereafter speak of them, and that the proctor for the appellees may himself choose to file them, and have them explained by some witness.)

Question. State if copies of the accounts H. A. F., No. 1 & 2, were made at the time they were made out. If yea, where are those copies? and please annex them to your answer, if they are in your possession or under your control.

Answer. As soon as the accounts were made, the copies were taken; we have these copies; they were made by copy-press; they are in our possession and under our control; they are not in my hands at present.

Question. How are you enabled to say and recollect that copies were made out of these accounts H. A. F., No. 1 & 2?

42 Answer. From the fact that we always make copies of accounts.

Question. Do you know what accounts those were which were handed to me a few moments ago by your counsel, and which were subsequently withdrawn by him, when I proposed to file the same? If yea, state what those accounts are, and be pleased to annex the same to your answer.

Answer. I do not.

Question. As those accounts are now in the pocket of your proctor, will you be kind enough to ask him to let you see them, and then examine what those accounts are, and then will you please inform me what those accounts are; and if they have relation to, or are copies of, accounts against these steamers & owners, be pleased to annex the same to your answer.

Answer. The witness, upon taking the press-copies of the accounts in his hands, says: "I am not as familiar with the mas Mr. Agnew is, our book-keeper, who is now present. These are accounts of the steamers Gen'l Custar & Kalorama. I don't know if they have relation to, or are copies of, accounts against these steamers; the book-keeper can tell."

(The witness then files the press-copies referred to, marked H. A. F., No. 3, & H. A. F., No. 4.)

Question. Look upon page No. 1 of the accounts H. A. F., No. 1, and upon the same page of the press copies H. A. F., No. 3, and state if one page is the copy of the other.

43 Answer. It is a press-copy of the same page.

Question. Look at page 3 of the same documents, & state whether the one is the press-copy of the other.

Answer. It is.

Question. Look at page 5 of the same documents, & state whether the one is the press-copy of the other.

Answer. It is.

Question. Why are not the copies of the other pages of H. A. F., No. 1, produced?

Answer. For the reason that only those pages that compare belong to the account; the others have not reference to that direct account.

Question. Look at page 5 of H. A. F., No. 2, and the corresponding page of H. A. F., No. 4, & state whether the one is the press-copy of the other.

Answer. It is not a press-copy of that page—it embraces the same items—the dates are different, and the handwriting is different.

Question. Whose handwriting is on the press-copy?

Answer. Mr. Agnew's.

Question. Is your handwriting on page 5 of H. A. F., No. 2.

Answer. It is.

Question. Explain why you have not produced a press-copy of the credits, including the coal credit, & entered in H. A. F., No. 2.

Answer. I presume it is there; if it is not, we have it.

44 The witness, after examining the account, says: "It is not there, as that is not a copy of the full account."

Question. Did you or Mr. Agnew keep the books from which these accounts were taken?

Answer. I kept them up to or about the 1st April, 1866, and Mr. Agnew since then.

Question. The accounts, filed in this case, upon which you base your claim subsequently to 1866, are then taken from the books kept by Mr. Agnew?

Answer. Only in part.

Question. State what part.

Answer. I do not have the dates about me.

Question. The accounts are all here in the commissioner's office; examine them, & specify what parts of the accounts are not taken from the books kept by Mr. Agnew, and how you derived information of the correctness of those items, if you do not derive them from the books kept by Mr. Agnew.

Answer. The accounts don't prove the day Mr. Agnew came; and, without knowing that date, I cannot answer.

Question. Since Mr. Agnew came, are not the items of the accounts copied from the books kept by him.

Answer. Only in part.

Question. Specify the part.

Answer. On or about the 1st of April.

45 *Re-direct.*

Question. In your answer to one of the questions asked you in your examination-in-chief, you say that the indebtedness charged in the account against the two steamers was contracted upon the credit of the ships; do you mean to say upon their credit alone; and if not, upon the credit of whom or what else?

(Question objected to by proctor for appellants.)

Answer. On the credit of the ships & owners.

H. A. FENWICK.

Subscribed & sworn to before me this 2nd day of April, 1867.

ISAAC BROOKS, JR.,
U. S. Comm'r.

Exhibit H. A. F., No. 1.

Steamer "Gen'l Custar" & owners in acc't with Pendergast, Fenwick & Co. [Cr.]

DR.

1866.					
M'ch 21.	To paid	Capt. Beckett, for disbursements			350
24.	" "	C. H. Lange, 11 00; T. McDonald, 100 00		111	
	" "	Capt. Beckett, to go to New York		25	
	" "	M. Flaharty, chief eng		112 32	
	" "	J. L. Rose, pilot, 25 00; 2nd mate, 14 65		39 65	
	" "	advances on freight		2 85	
	" "	labor, 1 00; 2 telegrams, 1 30		2 30	
	" "	do. 1 60; watching, 5 00		6 60	
46	" "	pilot license		28 84	
					328 56
26.	" "	bill soap, 4 00; telegram, 1 59		5 59	
	" "	steward, 5 33; ice, 5 85		11 18	
					16 77
27.	" "	Jno. Harman, provision bill			85 55
28.	"	commission on outward freight, voy. No. 1, to Charleston, $2,637 19		263 72	
	" paid	reco'g & adv't'g cargo		30	
					293 72
	" "	washing, 1 70; labor, 4 00		5 70	
	" "	boat-hire, &c., 1 75; telegram, 1 80		3 55	
					9 25
	" "	ins. on disbursements & fr't, voy. No. 1, $4,700 00, @ ¾ %			35 25
31.	" "	towage, 25 00; T. McDonald, 5 00		30	
	" "	discharging & reloading		60 50	
	" "	labor, 4 50; drayage, 3 50		8	
	" "	watching, 2 50; telegram, 82		3 32	
					101 82
Ap'l 2.	" "	towage, 15 00; watching, 5 00		20	
4.	" "	Tall & Edgar, bill			704 51

7.	"	"	bill wood, 6 60; C. H. Lange, 13 75	20 35	
	"	"	D. B. Smull, 13 34; C. S. S. Co., wh'f'ge, 85 00	98 34	
	"	"	Commercial S. S. Co., for Mr. Eagle	60	
					178 69
9.	"	"	entering at custom-house	55	
	"	"	telegram	1 65	
					2 20
			Forward		2,126 32
1866.	To am't bro't forward				2,126 32
Ap'l 10.	" paid		Capt. Harris, for crew	380 43	
	"	"	ferry, 40; washing in Charleston, 3 00	3 40	
					383 83
11.	"	"	A. Mathiot & Son		5 50
12.	"	"	soap, 3 70; engineer, 10 00		13 70
13.	"	"	Capt. Harris, for 2 men	24	
47	"	"	charges on freight	40 50	
					64 50
14.	"	"	M. T. Davidson & Co	19 63	
	"	"	Tho's McDonald, 13 50, 112 45,	125 95	
	"	"	fr't ret'd to Ammidon & Crombie	3	
	"	"	fireman, 15 96; bill ice, 5 75	21 71	
	"	"	ferry, car-fare, &c., 62; telegram, 94	1 56	
	"	"	clearing, 1 60; telegram, 1 65;	3 25	
	"	"	C. H. Lange	26 50	
					201 60
16.	"	"	watching, 6 75; washing, 6 50;		13 25
	"	"	commission on outward freight, voy. No. 2, $2,372 15	237 22	
	" paid		reco'g & adv't'g cargo	30	
					267 22
19.	"	"	Comstock & Morgan's draft	2,500	
	"	"	ex. on Washington, ¼ %	6 25	
					2,506 25
20.	"	"	wharfage, 10 00; telegram, 89;	10 89	
	"	"	telegram, 2 75; Mr. Flaharty, 50 00	52 75	
					63 64
21.	"	"	John Brown	3 50	
	"	"	discount on draft	17 31	
	"	"	Tho's P. Morgan, advances for disbursements	2,000	
					2,020 81
23.	"	"	entering, 55; wharfage, 5 00	5 55	
	"	"	boy Merville, discharged	6 67	
					12 22
24.	"	"	John Harman, 152 10; Oscar Koch, 29 33	181 43	

		"	"	J. L. Black, 26 67; hauling, 1 50; Capt. Harris, 75 00....	103 17	
		"	"	J. L. Riance, 100 00; J. C. Cannon, 75 00.....	175	
						459 60
				Forward		8,138 44
	1866.	To am't bro't forward.....				8,138 44
Ap'l	25.	"	paid	chg's on fr't to P. S. S. Co.....	14 67	
		"	"	George Gillom.....	40	
						54 67
48	26.	"	"	loading and trimming coal....	9 90	
		"	"	T. Flaharty, engineer.....	10	
						19 90
	27.	"	"	chg's on fr't to B. & O. R. R....	17 35	
		"	"	ice bill, 5 00; clearing, 60.....	5 60	
						22 95
		"		commission on outward freight, voy. 3, $2,418 67.....	241 87	
		"	paid	ins. on goods, p. F. list.....	3 65	
		"	"	charges reco'g & adv't'g.....	30 00	
		"	"	commission on charges.....	1 60	
						277 12
	28.	"	"	chg's on fr't to N. C. R. W. Co.	11 15	
		"	"	C. H. Lange, 22 50; loading, 105 00.....	127 50	
		"	"	towing, 5 00; W. H. Delano, 6 72.....	11 72	
		"	"	Ed. Sickel, 4 50, 3 40; watching, 7 50.....	15 40	
						165 77
	30.	"	"	Cha's Noelle & Son, 11 10; register'g letter, 65.....	11 75	
		"	"	bill wood	14	
						25 75
		"	"	ins. on disbursements & freight, voy. No. 3, $4,500 00, @ ¾....		33 75
		"	"	ins. on disbursements & freight, voy. No. 2, $4,500 00, @ ¾....		33 75
May	1.	"	"	over remittance, per acc't of Willis & Chisolm.....		626 74
	3.	"	"	discount on d'ft, voy. 3.....		12 25
	4.	"	"	Ja's Boyce, bill coal.....	588 75	
		"	"	J. P. Pleasants & Son, ½ box tob. short.....	24	
						612 75
	5.	"	"	port tonnage, 9 18; F. B. Dornin, 12 00.....	21 18	
		"	"	pilotage bill in Aug., 1865.....	36	
		"	"	printing, 24 85; towlage, 5 00	29 85	
						87 03
	7.	"	"	crew to 1st inst.....		855
	8.	"	"	crew, bal'ce, 47 00; Ja's Weems, sailor, 15 00.....		62

49		Forward			11,027 87
1866.	To am't brought forward				11,027 87
May 7.	" paid Tall & Edgar, bill				439 28
9.	" " ch'g's on fr't & drayage		10		
	" " Ja's Boyce, wharfage		300		
	" " E. G. Comstock, 50 00; telegram, 1 00		51		
				361	
10.	" " telegram				90
11.	" " bill soap, 2 50; bill ice, 5 00				7 50
12.	" " J. & J. Frey, 3 50, 47 00; Ja's Boyce coal, 495 00		545 50		
	" " loading & trimming coal		12 50		
	" " ch'g's on fr't to B. & O. R R		63 81		
	" " J. P. Foot, 2nd mate		40		
	" " D. B. Smull, bill Ap'l 13, 15 70, & May 11, 74 08		89 78		
	" " loading, 105 00; labor, 4 00		109		
	" " washing, 7 00; towing, 5 00		12		
	" " ch'g's on carriage, 14 25; cleaning wh'f, 62		14 87		
	" " telegram, 1 75; bill wood, 7 00		8 75		
	" " registering letter & postage		.41		
				896 62	
	" commission on outward freight, voy. No. 4, $1,920 06		192		
	" paid reco'g & adv't'g cargo		30		
				222	
15.	" " bill bread, May 1, 8 70, & 12, 12 20				20 90
19.	" " E. G. Comstock		100		
	" " W. T. Walters & Co., 6 00; winding, 5 00		11		
	" " overch'g'd freight, 21 21; hauling, 75		21 96		
				132 96	
	" " ins. on disbursements & freight, voy. No. 4, $4,500, @ ¾				33 75
21.	" " bill ice, 1 00; hauling, 1 50				2 50
22.	" " John Harmon		6 63		
50	" " Sam'l Pentz & Bro., 119 05; ferry, 35		119 40		
				126 03	
23.	" " bill coal			345	
	Forward				13,616 31
1866.	To am't bro't forward				13,616 31
May 23.	" paid boarding permit, May 12, 4 59, & 21, 4 59		9 18		
	" " bill 1 bbl. potatoes		4 50		
	" " 2 drayages, 50, 75		1 25		
	" " ½ doz. chairs		18		
				32 93	

	24.	"	"	washing, 4 50; Mr. Morgan, 10 00	14 50	
		"	"	bill ice, 1 50; telegram, 1 75	3 25	
						17 75
	25.	"	"	Capt. F. M. Harris	75	
		"	"	T. Tiernay, fireman	23 94	
		"	"	M. Andrews, shed-rent	24	
		"	"	M. A. Mitchell	215 49	
		"	"	disc't on draft, voy. 4	15	
						353 43
	26.	"	"	Mr. Morgan, 10 00; R. Eldridge, 10 56	20 56	
		"	"	ice bill, 5 40; bill soap, 2 50	7 90	
		"	"	soap for cabin, 50; Ja's Adams, 14 00	14 50	
		"	"	ch'g's on fr't to N. E. & T. Co	1 25	
		"	"	postage & registering letter	45	
						44 66
		"	"	C. H. Lange, bill May 9	27	
		"	"	P. Quinn, 25 27; G. W. Tregoe, 16 00	41 27	
		"	"	M. T. Davidson, bill May 11	144 78	
		"	"	loading & trimming coal	21 70	
		"	"	M. T. Davidson, bill May 8	56 36	
						291 11
		"		commission on outward freight, voy. 5, $744 65	74 47	
		"	paid	reco'g & adv't'g cargo	30	
		"	"	washing	4 13	
						108 60
51	29.	"	"	disc't on d'ft to close voy. 4	1 51	
		"	"	telegram	2 15	
						3 66
	31.	"	"	ins. on disbursements & freight, $3,500, @ ¾	26 25	
		"	"	Capt. Kennard, per order Tho's P. Morgan, May 5	100	
						126 25
				Forward		14,594 70
	1866.	To am't		bro't forward		14 594 70
	June 2.	"	paid	Tho's McDonald	63	
		"	"	C. H. Lange, 5 50; Delano, 6 40	11 90	
		"	"	watching, 6 00; Harden ex., 60.	6 60	
		"	"	mayor & city council	9 18	
						90 68
	5.	"	"	wharfage attached by Mordecai & Co		43 17
	6.	"	"	disc't on draft, voy. 5		4
	8.	"	"	telegram, 1 00, 94, 70, 70, 1 60.	4 94	
		"	"	E. Williams, seaman	7 98	
						12 92
	9.	"	"	Tall & Edgar, bill	101 79	
		"	"	travelling expenses C. H. P. to New York ac. this ship	20	

	"	"	Tall & Edgar, bills, 17 05, 4 80, 1 00	22 85	
					144 64
11.	"	"	Rich'd Harrington	40	
	"	"	Tho's Flaharty, eng., in full	127 51	
	"	"	Capt. Harriss, bill supplies, &c., from Charleston to Moorehead City	99 55	
					267 06
	"	"	Ja's Boyce, bill	375	
	"	"	portion on crew	168 51	
					543 51
	"	"	crew & officers in full to 14th	886 67	
	"	"	S. J. Pentz & Bro., bills, 140 77, 148 75	289 52	
52	"	"	washing	6 25	
					1,182 44
	"	"	Ja's G. Ramsay & Co	45 51	
	"	"	bal. due Capt. Harris	53 87	
					99 38
	"	"	Tho's McDonald	31 46	
	"	"	watching	3 75	
					35 21
	"	"	boarding permit		4 59
	"	"	G. W. Tregoe, bill	261 79	
	"	"	G. W. Evans & Co.	1 50	
					263 29
			Forward		17,285 59
1866.	To am't brought forward				17,285 59
June 13.	"	paid	J. & J. Taylor	10	
	"	"	Ruppen's time, 13 00; T. McDonald, 11 25	24 25	
	"	"	Walters & Co., 6 00; Eldridge, 5 76	11 76	
	"	"	disc't on d'ft on Willis & Chisolm	16	
					62 01
	"	"	inward wharfage		10 39
	"	"	A. C. Hall, bill coal	113 60	
	"	"	S. S. S. Co., wharfage	4 89	
	"	"	Ja's Boyce, bill	462	
	"	"	mayor & city council	9 18	
	"	"	watching	11 88	
	"	"	bill, 1 cord wood	7	
					608 55
	"		20 % commission on amount judgment paid against wharfage, 43 17	8 65	
	"	paid	Willis & Chisolm, balance due voy. No. 5	588 35	
					597
	"	paid	Tall & Edgar	51 32	
	"	"	D. B. Smull	395	
	"	"	R. S. Holmes & Sons	45 84	

53	" " S. J. Pentz & Bro	74 70		
	" " J. J. Abrahams & Son	4 46		
	" " Bill 25 lbs. soap	3		
	" " J. Wells & Sons	162 45		
	" " 3½ cords wood	21		
				366 72
	" " Hugh Bolton & Co	347 29		
	" " H. Diggs	2 15		
	" " Smith & Curlett, bill soap	10 50		
	" " W. H. Oler, bill ice	1 20		
	" " 25 tons coal, at Charleston, per ac. @ $15 00	375		
				736 14
	Forward			19,666 40
1866.	To am't bro't forward			19,666 40
June 13.	" paid J. & J. Frey	64 25		
	" " John Harmon bal. bill, Ap'l 30	10		
	" " towage bill, Ap'l 11, 10 00, M'ch 28, 10 00	20		
	" " M'd Steam Wood-mill, Ap'l 10	21		
	" " towing M'ch 28, 25 00, M'ch 22, 5 00	30		
	" " M'd Steam Wood-mill, M'ch 2d	14		
	" " stationary	50 75		
	" " Mr. Wilson, services	46 50		
				256 50
	" " discount on Morgan's acceptance of our draft July 11, 1866, paid by us	32 55		
	" commission on passengers, $642 00, *a* 5%	32 10		
				64 65
	" interest on ac. rendered June 30			156 17
				20,143 72
	To balance due P., F & Co			6,364 64
54				
1866.				
M'ch 24.	By cash from passengers			90
Ap'l 12.	" inward freight & wharfage	3 35		
	" do. do.	154 38		
				157 73
13.	" cash from passenger			35
14.	" remittance from Willis & Chisolm			2,000
19.	" our s't-draft on Morgan, R. & Co			2,500
20.	" cash from passenger			30
21.	" our 3-d's draft on Willis & Chisolm, ac. voy. No. 3			1,500
23.	" inward freight & wharfage			4 52
26.	" cash from passenger			35
27.	" do. do.			25
30.	" remittance from Willis & Chisolm			1,256 25

May	3.	" our sight-draft on Willis & Chisolm, ac. voy. No. 3		1,500	
	4.	" inward freight & wharfage		26	84
	6.	" cash from passengers		40	
	7.	" inward freight & wharfage		5	21
	12.	" cash from passenger		20	
		" remittance from Willis & Chisolm, to close voy. No. 3	494 19		
		" remittance from Willis & Chisolm, ac. voy No. 3	95 94		
				590	13
	21.	" inward freight & wharfage		1	15
	23.	" do. do.		9	35
	24.	" cash from passenger	25		
		" our sight-draft on Willis & Chisolm, ac. voy. No. 4	1,500		
				1,525	
	26.	" cash from passenger		12	
55		" overcharge on draft discount		1	
		Forward		11,364	18
1866.		To am't bro't forward		11,364	18
		Forward		11,364	18
1866.		By am't brought forward		11,364	18
		Forward		11,364	18
1866.		By am't brought forward		11,364	18
		Forward		11,364	18
1866.		By am't brought forward		11,364	18
		Forward		11,364	18
1866.		By am't brought forward		11,364	18
		Forward		11,364	18
1866.		By am't brought forward		11,364	18
May	29.	" our sight-draft on Willis & Chisolm, to close voy. 4		151	16
June	2.	" cash for old rope sold		5	
	4.	" our sight-draft on Willis & Chisolm, ac. voy. 5		400	
	9.	" cash from Capt. Harris, for passage from Charleston to Moorehead City, 10 women		100	
	22.	" our 1-d's draft on Willis & Chisolm, ac. troops to Moorehead City		1,600	
	25.	" inward freight & wharfage		45	74
	26.	" balance freight collected voy. 4, ac. Willis & Chisolm		43	

53	" " S. J. Pentz & Bro	74 70		
	" " J. J. Abrahams & Son	4 46		
	" " Bill 25 lbs. soap	3		
	" " J. Wells & Sons	162 45		
	" " 3½ cords wood	21		
				366 72
	" " Hugh Bolton & Co	347 29		
	" " H. Diggs	2 15		
	" " Smith & Curlett, bill soap	10 50		
	" " W. H. Oler, bill ice	1 20		
	" " 25 tons coal, at Charleston, per ac. @ $15 00	375		
				736 14
	Forward			19,666 40
1866.	To am't bro't forward			19,666 40
June 13.	" paid J. & J. Frey	64 25		
	" " John Harmon bal. bill, Ap'l 30	10		
	" " towage bill, Ap'l 11, 10 00, M'ch 28, 10 00	20		
	" " M'd Steam Wood-mill, Ap'l 10	21		
	" " towing M'ch 28, 25 00, M'ch 22, 5 00	30		
	" " M'd Steam Wood-mill, M'ch 2d	14		
	" " stationary	50 75		
	" " Mr. Wilson, services	46 50		
				256 50
	" " discount on Morgan's acceptance of our draft July 11, 1866, paid by us	32 55		
	" commission on passengers, $642 00, *a* 5%	32 10		
				64 65
	" interest on ac. rendered June 30			156 17
				20,143 72
	To balance due P., F & Co			6,364 64
54				
1866.				
M'ch 24.	By cash from passengers			90
Ap'l 12.	" inward freight & wharfage	3 35		
	" do. do.	154 38		
				157 73
13.	" cash from passenger			35
14.	" remittance from Willis & Chisolm			2,000
19.	" our s't-draft on Morgan, R. & Co			2,500
20.	" cash from passenger			30
21.	" our 3-d's draft on Willis & Chisolm, ac. voy. No. 3			1,500
23.	" inward freight & wharfage			4 52
26.	" cash from passenger			35
27.	" do. do.			25
30.	" remittance from Willis & Chisolm			1,256 25

May 3.	"	our sight-draft on Willis & Chisolm, ac. voy. No. 3		1,500	
4.	"	inward freight & wharfage		26	84
6.	"	cash from passengers		40	
7.	"	inward freight & wharfage		5	21
12.	"	cash from passenger		20	
	"	remittance from Willis & Chisolm, to close voy. No. 3	494 19		
	"	remittance from Willis & Chisolm, ac. voy No. 3	95 94		
				590	13
21.	"	inward freight & wharfage		1	15
22.	"	do. do.		9	35
24.	"	cash from passenger	25		
	"	our sight-draft on Willis & Chisolm, ac. voy. No. 4	1,500		
				1,525	
26.	"	cash from passenger		12	
55	"	overcharge on draft discount		1	
		Forward		11,364	18
1866.		To am't bro't forward		11,364	18
		Forward		11,364	18
1866.		By am't brought forward		11,364	18
		Forward		11,364	18
1866.		By am't brought forward		11,364	18
		Forward		11,364	18
1866.		By am't brought forward		11,364	18
		Forward		11,364	18
1866.		By am't brought forward		11,364	18
		Forward		11,364	18
1866.		By am't brought forward		11,364	18
May 29.	"	our sight-draft on Willis & Chisolm, to close voy. 4		151	16
June 2.	"	cash for old rope sold		5	
4.	"	our sight-draft on Willis & Chisolm, ac. voy. 5		400	
9.	"	cash from Capt. Harris, for passage from Charleston to Moorehead City, 10 women		100	
22.	"	our 1-d's draft on Willis & Chisolm, ac. troops to Moorehead City		1,600	
25.	"	inward freight & wharfage		45	74
26.	"	balance freight collected voy. 4, ac. Willis & Chisolm		43	

53	"	"	S. J. Pentz & Bro	74 70	
	"	"	J. J. Abrahams & Son	4 46	
	"	"	Bill 25 lbs. soap	3	
	"	"	J. Wells & Sons	162 45	
	"	"	3½ cords wood	21	
					366 72
	"	"	Hugh Bolton & Co	347 29	
	"	"	H. Diggs	2 15	
	"	"	Smith & Curlett, bill soap	10 50	
	"	"	W. H. Oler, bill ice	1 20	
	"	"	25 tons coal, at Charleston, per ac. @ $15 00	375	
					736 14
			Forward		19,666 40
1866.			To am't bro't forward		19,666 40
June 13.	"		paid J. & J. Frey	64 25	
	"	"	John Harmon bal. bill, Ap'l 30	10	
	"	"	towage bill, Ap'l 11, 10 00, M'ch 28, 10 00	20	
	"	"	M'd Steam Wood-mill, Ap'l 10	21	
	"	"	towing M'ch 28, 25 00, M'ch 22, 5 00	30	
	"	"	M'd Steam Wood-mill, M'ch 2d	14	
	"	"	stationary	50 75	
	"	"	Mr. Wilson, services	46 50	
					256 50
	"	"	discount on Morgan's acceptance of our draft July 11, 1866, paid by us	32 55	
	"		commission on passengers, $642 00, *a* 5%	32 10	
					64 65
	"		interest on ac. rendered June 30		156 17
					20,143 72
			To balance due P., F & Co		6,364 64
54					
1866.					
M'ch 24.	By		cash from passengers		90
Ap'l 12.	"		inward freight & wharfage	3 35	
	"		do. do.	154 38	
					157 73
13.	"		cash from passenger		35
14.	"		remittance from Willis & Chisolm		2,000
19.	"		our s't-draft on Morgan, R. & Co		2,500
20.	"		cash from passenger		30
21.	"		our 3-d's draft on Willis & Chisolm, ac. voy. No. 3		1,500
23.	"		inward freight & wharfage		4 52
26.	"		cash from passenger		35
27.	"		do. do.		25
30.	"		remittance from Willis & Chisolm		1,256 25

May 3.	"	our sight-draft on Willis & Chisolm, ac. voy. No. 3		1,500	
4.	"	inward freight & wharfage		26	84
6.	"	cash from passengers		40	
7.	"	inward freight & wharfage		5	21
12.	"	cash from passenger		20	
	"	remittance from Willis & Chisolm, to close voy. No. 3	494 19		
	"	remittance from Willis & Chisolm, ac. voy No. 3	95 94		
				590	13
21.	"	inward freight & wharfage		1	15
22.	"	do. do.		9	35
24.	"	cash from passenger	25		
	"	our sight-draft on Willis & Chisolm, ac. voy. No. 4	1,500		
				1,525	
26.	"	cash from passenger		12	
55	"	overcharge on draft discount		1	
		Forward		11,364	18
1866.		To am't bro't forward		11,364	18
		Forward		11,364	18
1866.		By am't brought forward		11,364	18
		Forward		11,364	18
1866.		By am't brought forward		11,364	18
		Forward		11,364	18
1866.		By am't brought forward		11,364	18
		Forward		11,364	18
1866.		By am't brought forward		11,364	18
		Forward		11,364	18
1866.		By am't brought forward		11,364	18
May 29.	"	our sight-draft on Willis & Chisolm, to close voy. 4		151	16
June 2.	"	cash for old rope sold		5	
4.	"	our sight-draft on Willis & Chisolm, ac. voy. 5		400	
9.	"	cash from Capt. Harris, for passage from Charleston to Moorehead City, 10 women		100	
22.	"	our 1-d's draft on Willis & Chisolm, ac. troops to Moorehead City		1,600	
25.	"	inward freight & wharfage		45	74
26.	"	balance freight collected voy. 4, ac. Willis & Chisolm		43	

July 14.	" am't of passage home voy. 3, omitted in Willis & Chisolm ac.....			70	
	Forward.....			13,779	08
56	1866. By am't brought forward.....			13,779	08
	" balance.....			6,364	64
				20,143	72

57 *Exhibit H. A. F., No. 2.*

St'r Kalorama & owners in acc't with Pendergast, Fenwick & Co.

DR.

1866.					
M'ch 28.	To paid telegram.....			1	
31.	" " seamen.....			14	67
Ap'l 5.	" " scrubbing & cleaning.....			4	08
6.	" " pilot license.....	28	64		
	" " Capt. Durkee, for crew & eng...	502	97		
	" " ice bill.....	4			
				535	16
58 7.	" " commission outward freight, voy. No. 1, $2,632 88.....	263	29		
	" paid wharfage, voy. No. 1.....	103	48		
	" " receiving & advertising coal...	30			
	" " charges on freight.....	44	83		
	" " crew, balance.....	22			
	" " Ja's Trickett.....	3	75		
	" " Ruppen's time, loading coal....	24	85		
	" " stevedore, loading.....	100			
				592	20
10.	" " expenses on freight.....	44	83		
	" " disc't on d'ft on W. & C.....	23	33		
				68	16
13.	" " A. C. Hall, advances to Captain Denkin.....	133			
	" " J. Harman, provisions.....	163	69		
				296	69
14.	" " Tho's McDonald.....	15			
	" " telegram.....	1	65		
				16	65
16.	" " watching.....			10	
17.	" " R. Eldridge.....	10	88		
	" " running line.....	50			
				11	38
18.	" " expenses on fr't to N. C. R. R...	4	40		
	" " do. on glassware.....	28	92		
				33	32
19.	" " Comstock's & Morgan's d'ft....	1,000			
	" " exch'ge on Washington.....	2	50		
				1,002	50
20.	" " telegrams, 1 05; postage, 1 50..	2	55		
	" " expenses on fr't to B. & O. R. R.	56	04		
				58	59

		Forward.....			2,644 85
1866.		To amount brought forward.....			2,644 85
Ap'l	21.	" paid T. McDonald, bal'ce.....	5		
		" " Jno. Brown, 3 50; telegram, 66	4 16		
		" " Cook & Farson.....	12 46		
59		" " Jack Forrest, 16 00; bill ice, 5 00.....	21		
		" " clearing, 60; ferry, 10.....		70	
		" " Ja's Trickett.....	3 75		
		" " Tho's P. Morgan, advance for disbursements.....	2,000		
					2,047 07
	23.	" " telegram.....			1 65
	24.	" " commission on outward freight, voy. 2, $2,410 89.....	241 09		
		" receiving & advertising cargo.....	30		
					271 09
	26.	" paid watching.....			5
	27.	" " ins. on hay ac. ship.....	2 50		
		" " com's, 5 39; disc't on draft, 2 61	8 00		
					10 50
	28.	" " C. H. Lange, 6 50; T. McDonald, 5 60.....	11 50		
		" " Tho's McDonald.....	105		
					116 50
	30.	" " insurance on disbursements & freight, voy. 1, $4,500 00....	33 75		
		" " insurance on disbursements & freight, voy. 2, $4,500 00.....	33 75		
					67 50
May	3.	" " entering at custom-house.....		60	
		" " disc't on draft, voy. No. 2.....	11 25		
					11 85
	4.	" " Ja's Boyce, bill coal.....	514 75		
		" " M. Andrews, in full.....	34 67		
					549 42
	5.	" " port tonnage.....	9 38		
		" " port tonnage for M'ch.....	9 38		
		" " bill wood, 192 50; pilotage in Aug., 27 50.....	220		
		" " yawl boat, 54 08; bill hay, 188 21	242 29		
		" " Capt. Denkin, for crew, 300 00; towage, 11 00.....	311		
					792 05
		Forward.....			6,517 48
60		To amount brought forward.....			6,517 48
May	6.	" paid charges on 26 bbls. whiskey....			5 95
	7.	" " captain & crew.....			553 49
		" " Tall & Edgar.....			664 13
	8.	" " balance due crew.....	44 03		
		" " ch'g's on fr't to B. & O. R. R...	23 55		
		" " bill soap, 2 50; washing, 3 75	6 25		

	"	"	measuring wood, 1 03; ins. on goods, 1 67	2 70	
					76 53
9.	"	"	Ja's Boyce, wharfage	200	
	"	"	Dan'l McCahan, plumber	73 61	
	"	"	clearing, 60; postage & regist'g letter, 68	1 28	
					274 89
10.	"	"	telegram, 1 65; lemon, 1 33		2 98
11.	"	"	bill ice		5
12.	"	"	J. & J. Frey, 23 00; bread bill, 21 90	44 90	
	"	"	loading & trimming coal	22 50	
	"	"	Barker, Beamer & Co., bill hay	173 25	
	"	"	D. B. Smull, bills Ap'l 7, 36 20, & 23, 16 72	52 92	
	"	"	loading, 105 00; towing, 5 00	110	
	"	"	clearing wharf	63	
					404 20
21.	"	"	hauling wood	1	
	"	"	G. Clarke, 15 16; Dennis Connor, 15 16	30 32	
					31 32
22.	"	"	G. Wallace, 13 00; bill soap, 2 50	15 50	
	"	"	James G. Ramsey,	70 95	
	"	"	Owen McAverry	20	
	"	"	S. J. Pentz & Bro	130 68	
					237 13
23.	"	"	clearing, 60; express, 25; telgram, 1 70	2 55	
	"	"	postage & registered letter	38	
	"	"	overcharge on freight	3 39	
	"	"	men, p. order Capt. Denkin	55 99	
	"	"	boarding permit, May 9, 4 69, & 21, 4 69	9 38	
					71 69
61		"	commission on outward freight, voy. No. 4, $1,841 25		184 13
			Forward		9,028 92
1866			To amount brought forward		9,028 92
May 23.	"		paid receiving & advertising cargo	30	
	"	"	commission on outward freight, voy. No. 3, $2,134 65	213 46	
	"		paid receiving & advertising cargo	30	
					273 46
25	"	"	M. Anderson, shed rent	20	
	"	"	M. A. Mitchell, bill	90 72	
	"	"	disc't on draft, voy. 3	14 80	
					125 52
26	"	"	towage, May 22, 10 00; 23, 5 00	15	
	"	"	bread bill, 7 68; drayage, 50	8 18	
	"	"	watching, 1 50; stamps, 70	2 20	
	"	"	G. W. Tregoe, signal	16	

		"	"	loading and trimming coal....	17 95	
		"	"	loading, 105 00; unloading and labor, 22 60.....	127 60	
						186 93
	30	"	"	disc't on draft, voy. 4.....		16 33
	31	"	"	ins. on disbursements & freight, 4,500 00, @ ¾.....	33 75	
		"	"	insurance on goods.....	42	
		"	"	ins. on disbursements & freight, 3,500 00, @ ¾.....	26 25	
						60 42
June	2.	"	"	Ja's Boyce, coal bill.....	504	
		"	"	crew.....	579 05	
		"	"	entering, 70; watching, 3 00..	3 70	
		"	"	mayor & city council.....	9 38	
						1,096 13
	5.	"	"	R. G. Rieman & Co., coal.....		546 10
	6.	"	"	Tho's P. Morgan, to go to Phila-	20	
62		"	"	telegrams, 79, 55.....	1 34	
						21 34
	8	"	"	4 men, 22 84; hauling ashes, 1 75	24 59	
		"	"	ch'gs on fr't to B. & O. R. R..	31 85	
		"	"	seamen, 7 00; washing, 4 87..	11 87	
		"	"	coal-passer.....	8	
						76 31
				Forward.....		11,431 46
1866.				To amount brought forward.....		11,431 46
June	9.	"		paid Tall & Edgar.....	172 81	
		"	"	loading & trimming coal.....	25 55	
		"	"	1st mate.....	22 50	
		"	"	soap, 3 00; hauling, 75.....	3 75	
						224 61
	11.	"	"	Capt. Denkin, in full.....		42 37
		"	"	Cha's Leyton, to 13th.....		10
		"	"	Ja's Boyce.....		100
		"	"	officers & crew.....	326 25	
		"	"	S. J. Pentz & Bro., 141 23, 90 83	232 06	
		"	"	washing.....	75	
						559 06
		"	"	Eldridge, bread, 6 72, 4 80...		11 52
		"	"	Thomas McDonald.....		38 50
		"	"	boarding permit.....		4 69
		"	"	Geo. W. Tregoe.....	64 99	
		"	"	Geo. W. Evans.....	1 50	
						66 49
		"	"	Georges Creek Coal Co.....	234	
		"	"	J. & J. Taylor & Co.....	8	
		"	"	Ruppen's time.....	52 40	
		"	"	Tho's McDonald.....	14	
						308 50
		"	"	wharfage, inward cargo.....		7 98
		"	"	Ja's Boyce, coal bill.....		158 75
		"	"	watching.....	20 00	

63	"	"	Cook & Farson, 4 50; towage, 8 00	12 50	
					32 50
	"	"	wharfage to S. S. S. Co	12 68	
	"	"	C. H. Lange, 26 50; mayor and council, 9 38	35 88	
	"	"	watching	11 88	
					60 44
	"	"	Tall & Edgar		6 57
	"	"	R. J. Holmes & Son		366 91
	"	"	Gorman & Lyle		6 91
	"	"	S. J. Pentz & Bro		81 88
			Forward		13,519 14
1866.	To amount forward				13,519 14
	"	p'd	D. B. Smull		132 62
	"	"	Henry Bass		3 71
	"	"	Hugh Bolton & Co		296 88
	"	"	Capt. Holmes, in full as master to 13th		20 83
	"	"	Smith & Curlett		4 20
	"	"	W. H. Oler, ice bill		12 92
	"	"	10 tons coal in Charleston, as p. ac. Willis & C., @ 15		150
	"	"	Walsh & Conrad		9 50
	"	"	J. & J. Frey		135
	"	"	Balto. Lard Oil Co		6
	"	"	stationary to 13th June		56 41
	"	"	M'd Steam Wood-mill, Ap'l 5		21
	"	"	do. do.		14
	"	"	towage, " "		10
	"	"	do. " 7		5
	"	"	water-rent		25
	"	"	G. Evans & Co		1 50
64	"	"	bill soap		3
	"	"	" coal, credited and never charged		600
					15,026 71
	To balance				4,588 71
	"	interest on ac. rend'd to June 30			126 67
	To balance due P., F. & Co				4,715 38

CR.

1866.					
Ap'l 10.	By our 3-d's d'ft on Willis & Chisolm				2,000
18.	"	cash from passengers			35
19.	"	our draft on Morgan R. & Co	1,000		
	"	inward freight & wharfage	2 70		
	"	do. do.	63		
					1,065 70
20.	"	do. do.	28 75		
	"	do. do.	8 07		

		" cash from passenger.....	35		
					71 82
	23.	" remittance from Willis & Chisohn to close voy. No. 1.....	252 19		
		" inward freight and wharfage.....	7 20		
					259 39
	26.	" do. do.			21 84
May	3.	" our sight-draft on Willis & Chesohn ac., voy. No. 2.....		1,500	
	8.	" cash from passengers.....			24 80
	9.	" " " passengers.....			150
	11.	" remittance to close voy. No. 2.....			871 33
	21.	" invo'd freight & wharfage.....	33 15		
		" do. do.	11 20		
					44 35
	22.	" overcharged discount.....			1 42
65	23.	By cash from passenger.....			25
	24.	" our draft on Willis & Chisolm, ac. voy. 3.....		1,480	30
	26.	" inw'd freight & wharfage.....			1 10
	30.	" our draft on Willis & Chisolm, ac. voy. 4.....		1,400	
June	4.	" inw'd freight & wharfage.....			40 77
	26.	" remittance from Willis & Chisolm to close voy. 3.....			517 22
		" remittance to close voy. 4.....			171 38
	30.	" 1 cord wood to st'r Gen'l Custar....			7
		Forward.....		9,688	42

1866.					
		By amount forward.....		9,688	42
		" am't charged twice.....			44 83
		" cash for small-boat.....			23 75
		" 2 cords wood.....	12		
		" 8 " "	48		
		" 3½ " "	21		
					81
		" am't transferred to st'r John Gibson			600
		By balance.....		4,588	71
				15,026	71

Exhibit H. A. F., No. 3.

St'r " General Custar" & owners in ac. with Pendergast, Fenwick & Co.

DR.

1866.					
M'ch. 21.		To paid Capt. Beckett for disbursements.....			350
66	24.	" " C. H. Lange, 11 00; T. McDonald, 100 00.....	111		
		" " Capt. Beckett, to go to New	25		
		" " M. Flaharty, chief eng.....	112	32	

		" " J. L. Rose, pilot, 25 00; 2nd mate, 14 65	39 65		
		" " advances on freight	2 85		
		" " labor, 1 00; 2 telegrams, 1 30	2 30		
		" " do. 1 60; watching, 5 00	6 60		
		" " pilot license	28 84		
					328 56
	26.	" " bill soap, 4 00; telegram, 1 59.	5 59		
		" " steward 5 33; ice, 5 85	11 18		
					16 77
	27.	" " Jno. Harman, provision bill			85 55
	28.	" commission on outward freight, voy. No. 1, to Charleston, $2,637 19			263 72
		" paid receiving & advertising cargo	30		
					293 72
		" " washing, 1 70; labor, 4 00	5 70		
		" " boat-hire, &c., 1 25; telegram, 1 80	3 55		
					9 25
		" " insurance on disbursements & freight voy. No. 1, $4,700 00, @ ¾ %			35 25
	31.	" " towage, 25 00; T. McDonald, 5 00	30		
		" " discharging & reloading	60 50		
		" " labor, 4 50; drayage, 3 50	8		
		" " watching, 1 50; telegram, 82	3 32		
					101 82
Ap'l	2.	" " towage, 15 00; watching, 5 00			20
	4.	" " Tall & Edgar bill			704 51
	7.	" " bill wood, 1 60; C. H. Lange, 13 75	20 35		
		" " D. B. Smull, 13 34; C. S. S. Co. Co., wh'f'ge, 85 00	98 34		
		" " Commercial S. S. Co. for Mr. Eagle	60		
					178 69
	9.	" " entering at custom-house	55		
67		" " telegram	1 65		
					2 20
		Forward			2,126 32
1866.		To amount brought forward			2,126 32
Ap'l	10.	" paid Capt. Harris for crew	380 43		
		" " ferry, 40; washing in Charleston, 3 00	3 40		
					383 83
	11.	" " A. Mathiot & Son			5 50
	12.	" " soap, 3 70; engineers, 10 00			13 70
	13.	" " Capt. Harris, for 2 men	24		
		" " charges on freight	40 50		
					64 50
	14.	" " M. T. Davidson & Co	19 63		
		" " Tho's McDonald, 13 50, 112 45	125 95		

		" " fr't & etc., to Ammidon & Crombie	3		
		" " firemen, 15 96; bill ice, 5 75	21 71		
		" " ferry, car-fare, &c., 62; telegram, 94	1 56		
		" " clearing, 1 60; telegram, 1 65	3 25		
		" " C. H. Lange	26 50		
				201	60
	16.	" " watching, 6 65; washing, 6 50		13	25
		" commission on outward freight, voy. No. 2, $2,372 15	237 22		
		" paid receiving & advertising cargo	30		
				267	22
	19.	" " Comstock & Morgan's draft,	2,500		
		" " exchange on Washington, ¼ %	6 25		
				2,506	25
	20.	" " wharfage, 10 00; telegram, 89	10 89		
		" " telegram, 2 75; M. Flaharty, 50 00	52 75		
				63	64
	21.	" " John Brown	3 50		
		" " discount on draft	17 31		
		" " Tho's P. Morgan, advances for disbursements	2,000		
				2,020	81
	23.	" " entering, 55; wharfage, 5 00	5 55		
68		" " boy Melville discharged	6 67		
				12	22
	24.	" " John Harman, 152 10; Oscar Koch, 29 33	181 43		
		" " J. L. Black, 26 77; hauling, 1 50; Capt. Harris, 75 00	103 17		
		" " J. L. Riance, 100 00; J. C. Cannon, 75 00	175		
				459	60
		Forward		8,138	44
1866.		To amount brought forward		8,138	44
Ap'l	25.	" paid ch'gs on freight to P. S. S. Co.	14 67		
		" " George Gillows	40		
				54	67
	26.	" " loading & trimming coal	9 90		
		" " T. Flaharty, engineer	10		
				19	90
	27.	" " ch'gs on fre't to B. & O. R. R.	17 35		
		ice bill, 5 00; clearing, 60	5 60		
				22	95
		" commission on outward freight voy. No. 3, $2,418 67	241 87		
		" paid ins. on goods, p. F. list	3 65		
		" " ch'g's receiving & advertising	30		
		" commission on charges	1 60		
				277	12

	28.	" paid ch'g's on freight, N. C. R. W. Co		11 15	
		" " C. H. Lange, 22 50; loading, 105 00		127 50	
		" " towing, 5 00; W. H. Delano, 6 72		11 72	
		" " Ed. Sickel, 4 50, 3 40; watching, 7 50		15 40	
					165 77
	30.	" " Cha's Noelle & Son, 11 10; registering letter, 65		11 75	
		" " bill wood		14	
					25 75
		" " insurance on disbursements & freight, voy. No. 3, $4,500 00, @ ¾			33 75
		" " insurance on disbursements & freight, voy. No. 2, $4,500 00, @ ¾			33 75
	May 1.	" " over remittance p. ac. Willis & C			626 74
	3.	" " discount on draft, voy. 3			12 25
69	4.	" " James Boyce, bill coal		588 75	
		" " J. P. Pleasants & Son, ½ box tobacco short		24	
					612 75
	5.	" " port tonnage, 9 18; F. B. Dornin, 12 00		21 18	
		" " pilotage bill in August, 1865		36	
		" " printing, 24 85; towage, 5 00		29 85	
					87 03
		" " crew to 1st inst			855
	8.	" " crew bal'ce, 47 00; Ja's Weems, sailor, $15 00			62
		Forward			11,027 87
	1866.	To amount brought forward			11,027 87
	May 7.	" paid Tall & Edgar, bill			439 28
		" " ch's on freight & drayage		10	
	9.	" " Ja's Boyce, wharfage		300	
		" " E. G. Comstock, 50 00; telegram, 1 00		51	
					361
	10.	" " telegram			90
	11.	" " bill soap, 2 50; bill ice, 5 00			7 50
	12.	" " J. & J. Frey, 3 50, 47 00; Jas. Boyce, coal, 495 00		545 50	
		" " loading and trimming coal		12 50	
		" " ch'g's on freight to B. & O. R. R.		63 81	
		" " J. P. Foot, 2nd mate		40	
		" " D. B. Smull bill, Ap'l 13, 15 70; & May 11, 74 08		89 78	
		" " loading, 105 00; labor, 4 00		109	
		" " washing, 7 00; towing, 5 00		12	

		" "	ch'g's on carriage, 14 25; cleaning wh'f, 62	14 87		
		" "	telegram, 1 75; bill wood, 7 00	8 75		
		" "	registering letter & postage	41		
						896 62
		"	commission on outward freight, voy. No. 4, $1,920 06	192		
		"	paid receiving & advertising cargo	30		
						222
	15.	" "	bill bread, May 1, 8 70, & 12, 12 20			20 90
70	19.	" "	E. G. Comstock	100		
		" "	W. T. Waters & Co., 6 00; winding, 5 00	11		
		" "	overch'ge freight, 21 21; hauling, 75	21 96		
						132 96
		" "	insurance on disbursements & freight, voy. No. 4, $4,500 00, @ ¾			33 75
	21.	" "	bill ice, 1 00; hauling, 1 50			2 50
	22.	" "	John Harmon	6 63		
		" "	Sam'l Pentz & Bro., 119 05; ferry, 35	119 40		
						126 03
	23.	" "	bill coal			345
			Forward			13,616 31
	1866.		To amount brought forward			13,616 31
	May 23.	"	paid boarding permit May 12, 4 59, & 21, 4 59	9 18		
		" "	bill 1 bbl. potatoes	4 50		
		" "	2 drayages, 50, 75	1 25		
		" "	½ doz. chairs	18		
						32 93
	24.	" "	washing, 4 50; Mr. Morgan, 10 00	14 50		
		" "	bill ice, 1 50; telegram, 1 75	3 25		
						17 75
	25.	" "	Capt. F. M. Harris	75		
		" "	T. Tiernay, fireman	23 94		
		" "	M. Andrews, shed-rent	24		
		" "	M. A. Mitchell	215 49		
		" "	disc't on draft, voy 4	15		
						353 43
	26.	" "	Mr. Morgan, 10 00; R. Eldridge, 10 56	20 56		
		" "	ice bill, 5 40; bill soap, 2 50	7 90		
		" "	soap for cabin, 50; Jas. Adams, 14 00	14 50		
		" "	ch'g's on freight to N. E. & T. Co.	1 25		
		" "	postage & registering letter	45		
						44 66
		" "	C. H. Lange bill, May 9	27		
		" "	P. Quinn, 25 27; G. W. Tregoe, 16 00	41 27		
71		" "	M. T. Davidson bill, May 11	144 78		

	" " loading & trimming coal	21 70		
	" " M. T. Davidson bill, May 8	56 36		
				291 11
	" commission on outward freight, voy. 5, $740 65	74 47		
	" paid receiving & advertising cargo	30		
	" " washing	4 13		
				108 60
29.	" " disc't on draft to close voy 4	1 51		
	" " telegram	2 15		
				3 66
31.	" " insurance on disbursements & freight, $3,500, a ¾ %	26 25		
	" " Capt. Kennard, per order Thos. P. Morgan, May 5	100		
				126 25
	Forward			14,594 70

CR.

1866.				
M'ch 24.	By cash from passengers			90
Ap'l 12.	" inward freight & wh'f'ge	3 35		
	" do do	154 38		
				157 73
13.	" cash from passenger			35
14.	" remittance fr. Willis & Chisolm			2,000
19.	" our s't-d'ft on Morgan, R. & Co			2,500
20.	" cash from passenger			30
21.	" our 3-d's draft on Willis & Chisolm ac. voy. No. 2			1,500
23.	" inward freight & wh'f'ge			452
26.	" cash from passenger			35
27.	" do do			25
30.	" remittance fr. Willis & Chisolm			1,256 25
May 3.	" our sight draft on Willis & [&] Chisolm,			
72	ac. voy 3			1,500
4.	" inward freight & wharfage			26 84
6.	" cash from passengers			40
7.	" inward freight & wharfage			5 21
12.	" cash from passenger			40
	" remittance fr. Willis & Chisolm to close voy. No. 3	494 19		
	" remittance fr. Willis & Chisolm ac. voy. No. 3	95 94		
				590 13
21.	" inward freight & wharfage			1 15
22.	do do			9 35
24.	" cash from passenger	25		
	" our sight-draft on Willis & Chisolm ac. voy. No. 4	1,500		1,525
26.	" cash from passenger			12
	" overcharge on draft discount			1
	Forward			11,364 18

Exhibit H. A. F., No. 4.

Steamer "Kalorama" & owners in acc't with Pendergast, Fenwick & Co.

DR.

1866.						
M'ch	28.	To paid telegram			1	
	31.	" " seaman			14	67
Ap'l	5.	" " scrubbing & cleaning			4	08
	6.	" " pilot lincense	28	64		
		" " Capt. Durkin, for crew & eng	502	97		
		" " ice bill	4			
					535	61
73	7.	" commission on outward freight, voy. No. 1, $2,632 88	263	29		
		" paid wharfage, voy. No. 1	103	48		
		" " receiving & advertising cargo		30		
		" " charges on freight	44	83		
		" " crew, balance		22		
		" " Ja's Trickett	3	75		
		" " Ruppen's time, loading coal	24	85		
		" " stevedore, loading	100			
					592	20
	10.	" " expenses on freight	44	83		
		" " disc't on draft on W. & C.	23	33		
					68	16
	13.	" " A. C. Hall, advances to Capt. Denkin	133			
		" " Jno. Harman, provisions	163	69		
					296	69
	14.	" " Tho's McDonald	15			
		" " telegram	1	65		
					16	65
	16.	" " watching			10	
	17.	" " R. Eldridge	10	88		
		" " running line		50		
					11	38
	18.	" " expenses to fr't to N. C. R. R.	4	40		
		" " do. on glassware	28	92		
					33	32
	19.	" " Comstock & Morgan's draft	1,000			
		" " exchange on Washington	2	50		
					1,002	50
	20.	" " telegrams, 1 05; postage, 1 50	2	55		
		" " expenses on fr't to B. & O. R. R.	56	04		
					58	59
		Forward			$2,644	85
1866.		To amount brought forward			2,644	85
Ap'l	21.	" paid T. McDonand, bal'ce	5			
		" " John Brown, 3 50; telegram, 66	4	16		
74		" " Cook & Farson	12	46		
		" " Jack Forrest, 16 00; bill ice, 5 00	21	00		
		" " clearing, 60; ferry, 10		70		
		" " Ja's Trickett	3	75		

	"	"	Tho's P. Morgan, advance for disbursements	2,000	
					2,047 07
23.	"	"	telegram		1 65
24.	"		commission on outward fr't, voy. 2, $2,410 89	241 09	
	"		paid receiving & advertising cargo	30	
					271 09
26.	"	"	watching		5
27.	"	"	insurance on hay ac. ship	2 50	
	"	"	com., 5 39; disc't on draft, 3 61	8 00	
					10 50
28.	"	"	C. H. Lange, 6 50; T. McDonald, 5 00	11 50	
	"	"	Tho's McDonald	105	
					116 50
30.	"	"	insurance on disbursements & freight, voy. 1, $4,500 00	33 75	
	"	"	insurance on disbursements & freight, voy. 2, $4,500 00	33 75	
					67 50
May 3.	"	"	entering at custom-house	60	
	"	"	disc't on draft, voy. No. 2	11 25	
					11 85
4.	"	"	Ja's Boyce, bill coal	514 75	
	"	"	M. Andrews, in full	34 67	
					549 42
5.	"	"	port tonnage	9 38	
	"	"	port tonnage for M'ch	9 38	
	"	"	bill wood, 192 50; pilotage in Aug., 27 50	220	
	"	"	yawl-boat, 54 08; bill hay, 188 21	242 29	
	"	"	Capt. Denkin, for crew, 300 00; tonnage, 11 00	311	
					792 05
			Forward		6,517 48

75

1866.	To amount brought forward				6,517 48
May 6.	"		paid ch'g's on 26 bbls. whiskey		5 95
7.	"	"	captain and crew		553 49
	"	"	Tall & Edgar		664 13
8.	"	"	bal'ce due crew	44 03	
	"	"	ch'g's on freight to B. & O. R. R.	23 55	
	"	"	bill soap, 2 50; washing, 3 75	6 25	
	"	"	measuring wood, 1 03; ins. on goods, 1 67	2 70	
					76 53
9.	"	"	Ja's Boyce, wharfage	200	
	"	"	Dan'l McCann, plumber	73 61	
	"	"	cleaning, 60; postage & regist'g letter, 68	1 28	
					274 89
10.	"	"	telegram, 1 65; lemon, 1 33		2 98
11.	"	"	bill ice		5

12.	"	"	J. & J. Frey, 23 00; bread bill, 21 90	44 90	
	"	"	loading & trimming coal	22 50	
	"	"	Baker, Beamer & Co., bill hay	173 25	
	"	"	D. B. Smull, bills Ap'l 7, 36 20, & 23, 16 72	52 92	
	"	"	loading, 105 00; towing, 5 00	110	
	"	"	cleaning wharf	63	
					404 20
21.	"	"	hauling wood	1	
	"	"	G. Clarke, 15 16; Dennis Connor, 15 16	30 32	
					31 32
22.	"	"	G. Wallace, 13 00; bill soap, 2 50	15 50	
	"	"	Ja's G. Ramsey	70 95	
	"	"	Owen McAvery	20	
	"	"	S. J. Pentz & Bro	130 68	
					237 13
23.	"	"	clearing, 60; express, 25; telegram, 1 70	2 55	
	"	"	postage & registered letter	38	
	"	"	overcharge on freight	3 39	
	"	"	men p. order Capt. Denkin	55 99	
76	"	"	boarding permit, May 9, 4 69, & 21, 4 69	9 38	
					71 69
	"		commission on outward freight, voy. No. 4, $1,841 25		184 13
			Forward		9,028 92
1866.			To amount brought forward		9,028 92
May 23.	"		commission on outward freight, voy. No. 3, $2,134 65	213 46	
	"		paid receiving & advertising cargo	30	
	"	"	receiving & advertising cargo	30	
					273 46
25.	"	"	M. Andrews, shed-rent	20	
	"	"	M. A. Mitchell, bill	90 72	
	"	"	disc't on draft, voy. 3	14 80	
					125 52
26.	"	"	towage, May 22, 10 00, 23, 5 00	15	
	"	"	bread bill 9 68; drayage, 50	8 18	
	"	"	watching, 1 50; stamps, 70	2 20	
	"	"	G. W. Tregoe, signal	16	
	"	"	loading & trimming coal	17 95	
	"	"	loading, 105 00; unloading & labor, 22 60	127 60	
					186 93
30.	"	"	disc't on draft, voy. 4		16 33
31.	"	"	insurance on disbursements & freight, $4,500 00, @ ¾	33 75	
	"	"	insurance on goods	42	
	"	"	insurance on disbursements & freight, $3,500 00 @ ¾	26 25	
					60 42

June	2.	"	"	Ja's Boyce, coal bill	504	
		"	"	crew	579 05	
		"	"	entering, 70; watching, 3 00	3 70	
		"	"	mayor & city council	9 38	
						1,096 13
	5.	"	"	R. G. Rieman & Co., coal		546 10
77	6.	"	"	Tho's P. Morgan, to go to Phila.	20	
		"	"	Telegrams, 79, 55	1 34	
						21 34
	8.	"	"	4 men, 22 84; hauling ashes, 1 75	24 59	
		"	"	ch'g's on freight to B. & O. R. R.	31 85	
		"	"	seaman, 7 00; washing, 4 87	11 87	
		"	"	coal-passer	8	
						76 31
				Forward		11,431 46
1866.				To amount brought forward		11,431 46
June	9.	"		paid Tall & Edgar	172 81	
		"	"	loading and trimming coal	25 55	
		"	"	1st mate	22 50	
		"	"	soap, 3 00; hauling, 75	3 75	
						224 61
	11.	"	"	Capt. Denkin		42 37
	12.	"	"	Cha's Layton		10
	14.	"	"	Ja's Boyce		100
	15.	"	"	officers & crew	326 25	
		"	"	S. J. Pentz & Bro., 141 23; 90 83	232 06	
		"	"	washing	75	
						559 06
	16.	"	"	Eldridge, bread, 6 72, 4 80		11 52
	18.	"	"	Tho's McDonald		38 50
	20.	"	"	Boarding permit		4 69
	22.	"	"	G. W. Tregoe	14 99	
		"	"	George W. Evans & Co.	1 50	
						66 49
	23.	"	"	George's Creek Coal Co., bill	234	
		"	"	J. &. J. Taylor & Co	8	
		"	"	Ruppen's time	52 50	
		"	"	Tho's McDonald	14	
						308 50
	26.	"	"	wharf'ge, inward cargo		7 98
	27.	"	"	Ja's Boyce, bill coal		158 75
78	29.	"	"	watching	20	
		"	"	Cook & Farson, 4 50; towage, 8 00	12 50	
						32 50
	30.	"	"	wh'f'ge to Susq. S. S. Co	12 68	
		"	"	C. H. Lange, 26 50; mayor & c'y council, 9 38	35 88	
		"	"	watching	11 88	
						60 44
July	2.	"	"	Tall & Edgar		6 57
	10.	"	"	R. S. Holmes & Sons		366 91
	11.	"	"	Gorman & Lyle		6 91

12.	"	"	Sam'l J. Pentz & Bro.....		81 88
			Forward.....		13,519 14

CR.

1866.					
Ap'l 10.	By		our 3-d's draft on Willis & Chisolm..		2,000
18.	"		cash from passenger.....		
19.	"		our draft on Morgan, R. & Co.....	1,000	
	"		inward freight & wharfage.....	2	
	"		do. do.	63	
20.	"		do. do.	28	
	"		do. do.	8	
	"		cash from passenger.....	35	
					71 82
23.	"		remittance from Willis & Chisolm, to close voy. No. 1	252 19	
	"		inward freight & wharfage.....	7 20	
					259 39
26.	"		do. do.		21 84
May 3.	"		our sight-draft on Willis & Chisolm, ac. voy. No. 3.....		1,500
8.	"		cash from passenger.....		24 80
9.	"	"	passengers		150
11.	"		remittance to close voy. No. 2.....		871 33
79 21.	"		inward freight & wharfage.....	33 15	
	"		do. do.	11 20	
					44 35
22.	"		overcharged discount.....		1 42
23.	"		cash from passenger		25
24.	"		our draft on Willis & Chisolm, ac. voy. 3.....		1,480 30
26.	"		inward freight & wharfage.....		1 10
30.	"		our draft on Willis & Chisolm, ac. voy. 4.....		1,400
June 4.	"		inward freight & wharfage		40 77
26.	"		remittance from Willis & Chisolm, to close voy. 3.....		517 22
	"		remittance to close voy. 4.....		171 38
30.	"		1 cord wood to st'r Gen'l Custar....		7
			Forward.....		9,688 42

Charles H. Pendergast, a witness for the appellees in certain civil causes depending in the circuit court of the United States for the district of Maryland, wherein the owners & claimants of the steamer Kalorama are appellants, and the owners & claimants of the steamer Gen'l Custar are appellants, and James F. Pendergast, Charles H. Pendergast, & Henry A. Fenwick are appellees. And the said Charles H. Pendergast, being by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the appellees, makes oath, deposeth, and saith as follows, to wit:

June	2.	"	"	Ja's Boyce, coal bill	504	
		"	"	crew	579 05	
		"	"	entering, 70; watching, 3 00	3 70	
		"	"	mayor & city council	9 38	
						1,096 13
	5.	"	"	R. G. Rieman & Co., coal		546 10
77	6.	"	"	Tho's P. Morgan, to go to Phila.	20	
		"	"	Telegrams, 79, 55	1 34	
						21 34
	8.	"	"	4 men, 22 84; hauling ashes, 1 75	24 59	
		"	"	ch'g's on freight to B. & O. R. R.	31 85	
		"	"	seaman, 7 00; washing, 4 87	11 87	
		"	"	coal-passer	8	
						76 31
				Forward		11,431 46
1866.				To amount brought forward		11,431 46
June	9.	"		paid Tall & Edgar	172 81	
		"	"	loading and trimming coal	25 55	
		"	"	1st mate	22 50	
		"	"	soap, 3 00; hauling, 75	3 75	
						224 61
	11.	"	"	Capt. Denkin		42 37
	12.	"	"	Cha's Layton		10
	14.	"	"	Ja's Boyce		100
	15.	"	"	officers & crew	326 25	
		"	"	S. J. Pentz & Bro., 141 23; 90 83	232 06	
		"	"	washing	75	
						559 06
	16.	"	"	Eldridge, bread, 6 72, 4 80		11 52
	18.	"	"	Tho's McDonald		38 50
	20.	"	"	Boarding permit		4 69
	22.	"	"	G. W. Tregoe	14 99	
		"	"	George W. Evans & Co.	1 50	
						66 49
	23.	"	"	George's Creek Coal Co., bill	234	
		"	"	J. & J. Taylor & Co	8	
		"	"	Ruppen's time	52 50	
		"	"	Tho's McDonald	14	
						308 50
	26.	"	"	wharf'ge, inward cargo		7 98
	27.	"	"	Ja's Boyce, bill coal		158 75
78	29.	"	"	watching	20	
		"	"	Cook & Farson, 4 50; towage, 8 00	12 50	
						32 50
	30.	"	"	wh'f'ge to Susq. S. S. Co	12 68	
		"	"	C. H. Lange, 26 50; mayor & c'y council, 9 38	35 88	
		"	"	watching	11 88	
						60 44
July	2.	"	"	Tall & Edgar		6 57
	10.	"	"	R. S. Holmes & Sons		366 91
	11.	"	"	Gorman & Lyle		6 91

12.	"	"	Sam'l J. Pentz & Bro.....		81 88
			Forward		13,519 14

CR.

1866.					
Ap'l 10.	By		our 3-d's draft on Willis & Chisolm..		2,000
18.	"		cash from passenger.....		35
19.	"		our draft on Morgan, R. & Co.....	1,000	
	"		inward freight & wharfage.....	2 70	
	"		do. do.	63	
					1,065 70
20.	"		do. do.	28 75	
	"		do. do.	8 17	
	"		cash from passenger.....	35	
					71 82
23.	"		remittance from Willis & Chisolm, to close voy. No. 1	252 19	
	"		inward freight & wharfage.....	7 20	
					259 39
26.	"		do. do.		21 84
May 3.	"		our sight-draft on Willis & Chisolm, ac. voy. No. 3.....		1,500
8.	"		cash from passenger.....		24 80
9.	"	"	" passengers		150
11.	"		remittance to close voy. No. 2.....		871 33
79 21.	"		inward freight & wharfage.....	33 15	
	"		do. do.	11 20	
					44 35
22.	"		overcharged discount.....		1 42
23.	"		cash from passenger		25
24.	"		our draft on Willis & Chisolm, ac. voy. 3.....		1,480 30
26.	"		inward freight & wharfage.....		1 10
30.	"		our draft on Willis & Chisolm, ac. voy. 4.....		1,400
June 4.	"		inward freight & wharfage		40 77
26.	"		remittance from Willis & Chisolm, to close voy. 3.....		517 22
	"		remittance to close voy. 4.....		171 38
30.	"		1 cord wood to st'r Gen'l Custar....		7
			Forward.....		9,688 42

Charles H. Pendergast, a witness for the appellees in certain civil causes depending in the circuit court of the United States for the district of Maryland, wherein the owners & claimants of the steamer Kalorama are appellants, and the owners & claimants of the steamer Gen'l Custar are appellants, and James F. Pendergast, Charles H. Pendergast, & Henry A. Fenwick are appellees. And the said Charles H. Pendergast, being by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the appellees, makes oath, deposeth, and saith as follows, to wit:

80 Question. Please look at the accounts marked H. A. F., No. 1, & H. A. F., No. 2, and state whether or not said accounts are correct; and what are your means of information.

Answer. I am a member of the firm of Pendergast, Fenwick & Co., the libellants, to whom said accounts are due. I have examined the accounts repeatedly, and can state, so far as my examination of them went, that they are correct in every particular. I know the items of the accounts to be correct, according to the vouchers; I looked over the accounts and vouchers, checked them all off, and tested the accuracy of them; I found the accounts to be strictly correct.

Question. Upon what credit was the indebtedness, indicated by said accounts as due to the firm of Pendergast, Fenwick & Co., and each and every item thereof, contracted?

Answer. Strictly on the credit of the ships & owners; upon no other condition would any advance have been made.

Question. Did you ever have a conversation with either of the appellants, in reference to the credit upon which the advances constituting said indebtedness were made? If yea, state with whom you had such conversation, and what such conversation was, as well as you can remember it.

Answer. Yes. I had a conversation with Mr. Morgan; it was a day or two after attachments had been laid upon the Kalorama by Fuller, issued out of the superior court. The Custar had been attached previously to the conversation. The Custar arrived a day or two after
81 the attachments on the Kalorama. I met Mr. Morgan on the corner of Gay & Lombard st's; I told him that the Custar and Kalorama had heavy indebtedness standing out against them, both for wages and supplies, and that we would not advance another dollar; I did not care if they were covered up with attachments. He replied: "For God's sake, don't put me in this fix; you are not only trusting the ships, but you are trusting me also, and I am worth a hundred and forty thousand dollars after my debts are paid. You have double and treble security in the ships, independent of my reponsibility." He pleaded so hard that I went to the office and ordered Mr. Fenwick to pay all outstanding claims.

Question. Please state whether or not Morgan knew the condition of your accounts against the steamers, as well as you did, while they were accruing, and what opportunities he had of knowing them.

Answer. He saw the freight-lists of the ships, and often remarked, "I (that is, Mr. Morgan) know as much about expenses of steamers as any one in Baltimore, for I own enough of them to become acquainted with all the details."

Question. Please look at the letter marked C. H. P.; state in whose handwriting the signature thereto is; whether your firm received said said letter or not; and what occurred between your firm and either
82 of the appellants, in reference to the subject of said letter.

Answer. I recognize the signature as that of E. G. Comstock, one of the owners of the General Custar. I am familiar with his handwriting. Our firm did receive said letter on the 9th of May, at 2 o'clock p. m., as indicated by the endorsement thereon. Some days before this letter was written, Messrs. Morgan and Comstock were here, for the purpose of raising money to pay up the indebtedness due by both ships to us. Mr. Morgan had a conversation with our firm, and told us the object of his visit here; it was to raise money and take the ships out of our hands. He thought that by an arrangement he was then trying to perfect, he would be enabled to sell his ships. We told him that he was

at liberty to take the ships at any time, and that we would aid [illegible] we could in the disposal of them. He failed in raising the mo[illegible] left for Washington, leaving Mr. Comstock to write the letter C. H. P., which we subsequently received. No arrangements w[illegible] to take the steamers out of our hands, and none could be made they could not raise the money to pay what the steamers owed

Question. State under what circumstances, and by whose d[illegible] General Custar made her last trip from Baltimore to Charleston,

83 and what was the result thereof to her pecuniarily.

Answer. The ship was under an attachment, and in possession of the sheriff. The attachment was issued at the suit of Fuller, of Philadelphia. As soon as the ship was attached, Mr. Morgan came here. We told him that we were unwilling to advertise the ship and take shippers' goods to take their chances of detention, growing out of this attachment. She had not begun loading when the attachment was laid upon her. I think she had nothing but her coal in. He said, "Go ahead and load the vessel, I will release her by the time she is ready." We engaged some small lots of freight, which bound the vessel for the voyage. I then told him everybody knew that the ship was attached, and would not ship by her, and it was going to be a losing voyage. I said, "I will put corn in her to help you out, if you assure me that you will release her in time to make her trip." I bought the corn. No other freight, after I put the corn in, was offered. He failed to release the ship, and came to consult me about running off with her. I told him that it was a risky business, and one we would have nothing to do with. I said, "She is your ship, and you can do as you please with her." The ship went away by his orders, escaping from the sheriff. She lost on her voyage seven or eight hundred dollars, independently of the engineer's stores, which were about two hundred dollars more.

84 Question. Please state whether after said steamers were attached, any coal or other thing was taken from either of them by the order of any member of your firm; and, if yea, explain why the same was taken, and what was done in reference thereto.

Answer. The Kalorama was coaled, the cost of which was six hundred dollars, and it is charged to her in the account heretofore referred to at that price. When Mr. Morgan failed to release the ship from the attachment of Fuller, the coal was taken out and credited back to her. It is credited to her in the account heretofore referred to, at six hundred dollars, under the head, "Coal transferred to steamer John Gibson." This Mr. Morgan knew of at the time, and had his accounts to show it three months ago or more. Mr. Morgan was in our office, and asked about this coal taken from the Kalorama. We explained it to him. He said, "I am perfectly satisfied, and the remarks I have made outside in regard to this matter I will correct at once." This was after the libels were filed. He then spoke of a lot of wood which he said belonged to the Kalorama, and had never been credited to her. We showed him the entries. He said, "I am perfectly satisfied now." The wood referred to had been transferred to other steamers, and is credited to her account in the account marked H. A. F., No. 2, heretofore referred to. She

85 fell short of coal in the bay, and the wood had to be bought to bring her up. What she did not use was sold, and credited to her, as above explained. Mr. Morgan expressed himself entirely satisfied with our account, and said that he would come in at two o'clock that day, and settle a balance which he owed us, and which had accrued after the libels had been filed. This balance was for expenses incurred by us in the preservation of the ships, in watching, &c., &c., after they were at-

80 Question. Please look at the accounts marked H. A. F., No. 1, & H. A. F., No. 2, and state whether or not said accounts are correct; and what are your means of information.

Answer. I am a member of the firm of Pendergast, Fenwick & Co., the libellants, to whom said accounts are due. I have examined the accounts repeatedly, and can state, so far as my examination of them went, that they are correct in every particular. I know the items of the accounts to be correct, according to the vouchers; I looked over the accounts and vouchers, checked them all off, and tested the accuracy of them; I found the accounts to be strictly correct.

Question. Upon what credit was the indebtedness, indicated by said accounts as due to the firm of Pendergast, Fenwick & Co., and each and every item thereof, contracted?

Answer. Strictly on the credit of the ships & owners; upon no other condition would any advance have been made.

Question. Did you ever have a conversation with either of the appellants, in reference to the credit upon which the advances constituting said indebtedness were made? If yea, state with whom you had such conversation, and what such conversation was, as well as you can remember it.

Answer. Yes. I had a conversation with Mr. Morgan; it was a day or two after attachments had been laid upon the Kalorama by Fuller, issued out of the superior court. The Custar had been attached previously to the conversation. The Custar arrived a day or two after

81 the attachments on the Kalorama. I met Mr. Morgan on the corner of Gay & Lombard st's; I told him that the Custar and Kalorama had heavy indebtedness standing out against them, both for wages and supplies, and that we would not advance another dollar; I did not care if they were covered up with attachments. He replied: "For God's sake, don't put me in this fix; you are not only trusting the ships, but you are trusting me also, and I am worth a hundred and forty thousand dollars after my debts are paid. You have double and treble security in the ships, independent of my reponsibility." He pleaded so hard that I went to the office and ordered Mr. Fenwick to pay all outstanding claims.

Question. Please state whether or not Morgan knew the condition of your accounts against the steamers, as well as you did, while they were accruing, and what opportunities he had of knowing them.

Answer. He saw the freight-lists of the ships, and often remarked, "I (that is, Mr. Morgan) know as much about expenses of steamers as any one in Baltimore, for I own enough of them to become acquainted with all the details."

Question. Please look at the letter marked C. H. P.; state in whose handwriting the signature thereto is; whether your firm received said said letter or not; and what occurred between your firm and either

82 of the appellants, in reference to the subject of said letter.

Answer. I recognize the signature as that of E. G. Comstock, one of the owners of the General Custar. I am familiar with his handwriting. Our firm did receive said letter on the 9th of May, at 2 o'clock p. m., as indicated by the endorsement thereon. Some days before this letter was written, Messrs. Morgan and Comstock were here, for the purpose of raising money to pay up the indebtedness due by both ships to us. Mr. Morgan had a conversation with our firm, and told us the object of his visit here; it was to raise money and take the ships out of our hands. He thought that by an arrangement he was then trying to perfect, he would be enabled to sell his ships. We told him that he was

at liberty to take the ships at any time, and that we would aid him all we could in the disposal of them. He failed in raising the money, and left for Washington, leaving Mr. Comstock to write the letter marked C. H. P., which we subsequently received. No arrangements were made to take the steamers out of our hands, and none could be made, because they could not raise the money to pay what the steamers owed us.

Question. State under what circumstances, and by whose order, the General Custar made her last trip from Baltimore to Charleston,
83 and what was the result thereof to her pecuniarily.

Answer. The ship was under an attachment, and in possession of the sheriff. The attachment was issued at the suit of Fuller, of Philadelphia. As soon as the ship was attached, Mr. Morgan came here. We told him that we were unwilling to advertise the ship and take shippers' goods to take their chances of detention, growing out of this attachment. She had not begun loading when the attachment was laid upon her. I think she had nothing but her coal in. He said, "Go ahead and load the vessel, I will release her by the time she is ready." We engaged some small lots of freight, which bound the vessel for the voyage. I then told him everybody knew that the ship was attached, and would not ship by her, and it was going to be a losing voyage. I said, "I will put corn in her to help you out, if you assure me that you will release her in time to make her trip." I bought the corn. No other freight, after I put the corn in, was offered. He failed to release the ship, and came to consult me about running off with her. I told him that it was a risky business, and one we would have nothing to do with. I said, "She is your ship, and you can do as you please with her." The ship went away by his orders, escaping from the sheriff. She lost on her voyage seven or eight hundred dollars, independently of the engineer's stores, which were about two hundred dollars more.

84 Question. Please state whether after said steamers were attached, any coal or other thing was taken from either of them by the order of any member of your firm; and, if yea, explain why the same was taken, and what was done in reference thereto.

Answer. The Kalorama was coaled, the cost of which was six hundred dollars, and it is charged to her in the account heretofore referred to at that price. When Mr. Morgan failed to release the ship from the attachment of Fuller, the coal was taken out and credited back to her. It is credited to her in the account heretofore referred to, at six hundred dollars, under the head, "Coal transferred to steamer John Gibson." This Mr. Morgan knew of at the time, and had his accounts to show it three months ago or more. Mr. Morgan was in our office, and asked about this coal taken from the Kalorama. We explained it to him. He said, "I am perfectly satisfied, and the remarks I have made outside in regard to this matter I will correct at once." This was after the libels were filed. He then spoke of a lot of wood which he said belonged to the Kalorama, and had never been credited to her. We showed him the entries. He said, "I am perfectly satisfied now." The wood referred to had been transferred to other steamers, and is credited to her account in the account marked H. A. F., No. 2, heretofore referred to. She
85 fell short of coal in the bay, and the wood had to be bought to bring her up. What she did not use was sold, and credited to her, as above explained. Mr. Morgan expressed himself entirely satisfied with our account, and said that he would come in at two o'clock that day, and settle a balance which he owed us, and which had accrued after the libels had been filed. This balance was for expenses incurred by us in the preservation of the ships, in watching, &c., &c., after they were at-

tached, and was not included in the account we sought to recover in our libels. I know nothing about anything else taken from the steamers by order of any one connected with our house.

Question. When and for what purpose were the accounts marked H. A. F., No. 1, & H. A. F., No. 2, heretofore spoken of, made out?

Answer. They were made out in detail at the time of trial of these cases in the district court, for the purpose of giving the details of the accounts, and they were used for that purpose in evidence before that court.

Cross-examination.

Question. Do you mean to say that the account H. A. F., No. 2, was used in the trial of these causes in the district court?

Answer. I do.

Question. Examine the paper well, and the items, and state if
86 you are satisfied with the correctness of your former answer.

Answer. I am positive that this is the identical account that was used in the district court.

Question. In whose handwriting are these accounts?

Answer. They are in Mr. Agnew's handwriting; a portion, page No. 1, 2, 3, & 4, are in the handwriting of Mr. Agnew. No. 5 & 6 are in the handwriting of Mr. Fenwick.

Question. Examine pages 5 & 6 and state whether the indications of the paper and ink do not show that those two pages have been more recently written than the other pages of the account.

Answer. Decidedly not.

Question. State whether or not all of said account has gone through a press-copy; if not, state what parts have not.

Answer. Pages 5 & 6 have never been through the press, according to my judgment. I would say from examination that pages 1, 2, 3, & 4 have been through the press.

Question. If one, two, three, & four have gone through the press, have you not a press-copy in your possession?

Answer. I believe we have. I cannot say positively. I suppose that if a press-copy was taken, that we have kept it.

Question. Are you aware of having lost any of the press-copies connected with your business; and if you have, where are they?

Answer. We have not lost any of our press-copies. They are
87 in the possession of our book-keeper, in Baltimore City.

(The proctor for the appellants here gives notice to the proctor for appellees to produce said copies.

The witness adds, that he will himself make the examination, and that the copy, if there be one, shall be forthcoming.)

Question. At the time Morgan first employed you as agents, in the month of April, 1866, was he in credit in the city of Baltimore?

Answer. He was not in credit.

Question. Were you present when Mr. Morgan ordered the captain of the General Custar to run off with her?

Answer. I was not.

Question. Did Mr. Morgan tell you that he was going to order her to run off; and how long previous to her going off?

Answer. He did; it was about four hours before she ran off.

Question. For what purpose does your house have its papers and letters copied?

Answer. For record, and to save work.

Question. Is it usual to have papers copied that are not intended to be sent away from your office?

Answer. It is not usual always to have papers in our office copied by the press unless they are intended to go outside.

Question. I see in these accounts H. A. F., No. 1 & 2, frequent
88 items for wages for captains, officers, & crews; who employed them?

Answer. We employed some, and Mr. Morgan employed some.

Question. April 10th, I see a charge, "Capt. Harris for crew." Who employed Capt. Harris?

Answer. We employed Capt. Harris, with the consent of Mr. Morgan. We never employed a master unless it was with the consent of Mr. Morgan.

Question. I see a charge April 10th, for "Washing in Charleston, $300;" what is that item for?

Answer. It is for washing for the ship.

Question. I see an item on the 21st of April, for "John Brown;" what is that for?

Answer. I don't know.

Question. I see charges for insurance on disbursements; in whose name were these policies of insurance taken out?

Answer. No special policies were ever taken out; the items were entered in our open policy.

C. H. PENDERGAST.

Subscribed & sworn to before me the 1st day of April, 1867.

ISAAC BROOKS, JR.,
U. S. Comm'r.

89 *Exhibit C. H. P.*

BALTIMORE, *May 8th*, 1866.

PENDERGAST, FENWICK & CO.

GENTLEMEN: I beg to inform you that we have consummated arrangements relative to the steamer "Gen'l Custar," which will relieve you from hereafter advertizing or receiving freight for this steamer for Charleston. Please render her accounts immediately to Morgan, Rinehart & Co.

Respectfully,

E. G. COMSTOCK.

On the back: E. G. Comstock. Baltimore, May 8th, '66. Rec'd May 9th, 2 o'clock p. m.

Deposition of John D. Agnew, witness for the appellees, taken before the same commissioner, at the city of Baltimore, on the 2nd day of April, 1867.

John D. Agnew, a witness for the appellees in certain civil causes depending in the circuit court of the United States for the district of Maryland, wherein owner and claimants of steamer Kalorama are appellants, and owner & claimants of steamer General Custar are appellants; and James F. Pendergast, Charles H. Pendergast, and Henry A.
90 Fenwick are appellees. And the said John D. Agnew, being by me first carefully examined and cautioned, and duly sworn, ac-

cording to law, to testify the whole truth; and being examined on behalf of the appellees, makes oath, deposeth, and saith as follows, to wit:

Question. What is your age, residence, and occupation?

Answer. I am twenty-six years old; reside in Paca st.; I am a book-keeper.

Question. Do you know the parties in these causes, and how long have you known them?

Answer. I do know the parties; I have known the members of the firm of Pendergast, Fenwick & Co., in whose employ I am, for about three years. I have known the other parties since about the 1st of April, 1866; I mean the owners of the steamers. I do not know who the stipulators are, and therefore cannot say whether I know them or not.

Question. Are you in the employ of Pendergast, Fenwick & Co.; if yea, how long have you been so, and in what capacity?

Answer. I was in the employ of Pendergast, Fenwick & Co. until 1st of February, 1867, when the firm dissolved. I had been since the 28th of March, 1866, in the capacity of book-keeper.

91 Question. Please look at the letter marked J. D. A., No. 1, and state whether it was received by the house of Pendergast, Fenwick & Co. In whose handwriting is it?

Answer. I believe it to be in the handwriting of Thomas P. Morgan; I have never seen Mr. Morgan write, but I have frequently seen writing which he admitted to be his, and that letter is in the same handwriting as that admitted to be his. The letter was received in due course of mail by the house of Pendergast, Fenwick & Co.

Question. Did you afterwards make out accounts of the steamers Kalorama & Custar, with the firm of Pendergast, Fenwick & Co., and enclose them to the address of Morgan & Rhinehart?

Answer. The accounts were made out before the first letter was received, and mailed, after the receipt of that letter, to the address of Morgan & Rhinehart, Washington. The firm of Pendergast, Fenwick & Co. subsequently received a letter, in due course of mail, acknowledging the receipt of said accounts. I now file said letter marked J. D. A., No. 2.

Question. Please file, if you have them, copies of the accounts enclosed in said letters.

Answer. I have such copies in the office, and will hereafter produce them & file them with the comm'r.

(The witness, on the 3rd day of April, produces, to be filed with the commissioner, papers marked J. D. A., No. 3, & J. D. A., No. 4, the copies above referred to, and he explains that the heading on some of the pages is indistinct, but was clear in the originals.)

92 Question. Did Mr. Morgan afterwards see the vouchers upon which said accounts were based, as requested in the letter of July 12th, 1866, marked J. D. A., No. 2? If yea, on what occasion did he see them?

Answer. We made duplicate vouchers, which we forwarded to Morgan & Rhinehart. Mr. Morgan afterwards saw the original vouchers, which he said he had not time to examine, as he wanted to go back home. The duplicate vouchers were enclosed to the address of Morgan & Rhinehart within two or three weeks after the receipt of the letter of July 12th, 1866, as soon as they could be conveniently made out, and about the same time he came over. I showed him the originals, but he said he had not time to look over them, as he had to go back to Washington.

Question. Please state all you know in reference to the accounts H. A. F., No. 1, & H. A. F., No. 2.

Answer. I made out these accounts from the entries on the books of Pendergast, Fenwick & Co. In these accounts I included items that had accrued on the ships after the libels had been filed. I made them out to show the amount of the indebtedness of the ships and owners to the firm of Pendergast, Fenwick & Co., to be used for the purpose of getting a decree from the district court. When the accounts were shown to Mr. Thomas, the proctor for libellants, he said that I had items in these accounts which had accrued after the date of the libels, and
93 that I would have to take those items out of the accounts, which compelled me to substitute several sheets for several others, which I was obliged to do late at night. In making out these accounts, I took press-copies of the entire account as I had first made it out. In making out the second account, I took off every sheet that had on it any item that had accrued; subsequently, to filing the libels, other sheets were substituted, some in Mr. Fenwick's handwriting, containing only the items which had accrued before the issuing of the attachment. The substitution was made late at night for the purpose of being used early next morning in court, and the last sheets could not therefore be copied by the press. I made out, and now have, hand-copies of the substituted sheets, and have also copies of the accounts as originally prepared. I know, of my own personal knowledge, that everything charged in those accounts against the steamers was paid by Pendergast, Fenwick & Co. on account of the steamers & the owners.

Question. Please state if you know on what credit the indebtedness appearing to be due to Pendergast, Fenwick & Co. was contracted; and what are your sources of information on the subject.

Answer. On the credit of the ships and the owners of the ships; I know this from having heard Mr. Morgan say several times that the ships & owners were responsible for the debts of the ships; alluding to the debts charged on the books of Pendergast, Fenwick & Co.,
94 against said ships, the same that are charged in accounts marked H. A. F., No. 1, & H. A. F., No. 2.

Question. Do you know of any complaint made by Mr. Morgan about things having been taken from either of said ships after they were attached, and what was done in consequence thereof?

Answer. I do know that Mr. Morgan made such a complaint, and that the articles that he named as having been taken were repurchased, put on a tug-boat, and delivered on board the ships; this I know from hearing Capt. Reed, who witnessed the delivery of the articles on board the ships, say that he saw them delivered on the ships, and also having seen a receipt of the watchman, or man in charge of said steamers, who was appointed by Mr. Morgan himself for the receipt of the goods.

(All those parts of the answer referring to the statements of Capt. Reed and the receipt of the watchman are objected to by proctor for appellants.)

The witness, desiring to make a still further answer, adds: "I know that these goods placed on board the ships were paid for by the firm of Pendergast, Fenwick & Co., and charged to the ships that had taken them off."

(Objected to proctor for appellants.)

Question. Had Pendergast, Fenwick & Co. any interest in the steamers E. C. Knight & John Gibson?

Answer. They had no interest as owners, but the ships were running on a line of which they were agents.

95 Question. Had they anything to do, directly or indirectly, so far as you know, with the taking of anything from on board the steamers General Custar and Kalorama?

Answer. They had not.

Question. Do you know anything about coal & wood which was taken from on board either of said steamers?

Answer. I know that there was a lot of coal, costing six hundred dollars, transferred from the steamer Kalorama after the attachment of the 14th of June was issued, and as this ship was not expected to make another trip, the coal was transferred to the steamer John Gibson; I made an entry crediting the steamer Kalorama, and charging the steamer John Gibson with the six hundred dollars. The steamer Kalorama bought a lot of wood on one of her trips from Charleston. I understood the reason of her buying this wood was, because she had not sufficient coal to bring her to port, or else her coal had given out; that was the reason I heard at the time. On her arrival here, this wood, or the remainder—that is, what she had not burned up—was piled upon the wharf; when any of it was put on board other steamers an entry was made charging such steamers, & crediting the steamer Kalorama.

Question. Were these matters explained to Mr. Morgan; and, if so, what did he then say?

96 Answer. Those matters were explained to Mr. Morgan; the accounts were shown to him with those credits on them as taken from the books of Pendergast, Fenwick & Co., & Mr. Morgan expressed himself perfectly satisfied that the ships have received the proper credits.

Question. Are the accounts marked H. A. F., No. 1, & H. A. F., No. 2, the accounts which were used in the trial of these causes before the district court?

Answer. They are the same accounts.

Cross-examined.

Question. In whose employ are you now?

I am in the employ of Pendergast Bro's & Co., the members of which were formerly members of the firm of Pendergast, Fenwick & Co.

Question. When you say that you "personally know that all the items charged in the two accounts, H. A. F., No. 1, & H. A. F., No. 2, were paid by Pendergast, Fenwick & Co., on account of the steamers & owners," do you mean to say that you yourself saw the money paid for each item therein charged?

Answer. I do not mean to say that I saw the money paid for each and every item, but that I paid most of the money charged in those accounts, and that I hold a bill and receipt for all the items charged in said accounts, which money was charged on the check-book or cash-book of the firm from which I made these charges.

97 Question. Do you mean to swear positively that the libellants have actually paid cash for every item charged in these two accounts?

Answer. I do. There are items in those accounts, such, for instance, as watching, when the ships were in port, and other items of like nature, which had to be divided proportionally among the ships, but this money was actually paid. The commissions were due by the ships to Pendergast, Fenwick & Co., and charged in the accounts as a debt against the vessels. They were not paid by Messrs. Pendergast, Fenwick & Co. to anybody else. Everything in the account that professes to have been paid was actually paid.

Question. Who was Mr. Wilson & what services did he render?

Answer. Mr. Wilson was purser of the ship; he performed the ordinary duties of a purser.

Question. I see a charge upon June 13th, for stationary; explain that item.

Answer. We had to have bills of lading, freight-lists, pay-rolls, and we furnished the purser with letter paper & envelopes, for the purpose of transacting the business of the vessel. These bills all came in in a lump; of course, we had to proportion the amount among the ships on the line, according to the time they were running, and the amount of business they were doing. There were six steamers in the line.

98 Question. What was the line called?

Answer. The advertisement was the Baltimore & Charleston Steamship Company, & Baltimore & Savannah Steamship Line. I think Pendergast, Fenwick & Co. signed as agents.

Question. Were all the expenses of wharfage, advertisements, freight-lists, & stationary apportioned among the various steamers of the line in proportion to the time they were running?

Answer. They were, except wharfage, which I know Pendergast, Fenwick & Co. had to pay upon each ship at the time of loading, and the amount paid for each ship charged to it.

Question. There are many items charged for insurance; have you ever seen the policies upon which the various items of insurance on disbursements & freight charged in the account were made?

Answer. The insurances were effected on the open-policy book of the open policy held by the firm of Pendergast, Fenwick & Co. I have seen every insurance charged on that account entered on said open-policy book, and each insurance approved by the agent, or secretary of the company, and I made those charges from the open-policy book.

Question. I see item of "Balance due Willis & Chisolm." What is that?

Answer. When the ships would leave for Charleston or Savannah, the freight-lists would be made up, & Pendergast, Fenwick & Co.

99 would draw a draft against the amount of the freight-list, less what they supposed would pay the expenses of the ships, either in Charleston or Savannah; sometimes, from unforseen causes, the expenses of the ships would be greater than the amount estimated by Pendergast, Fenwick & Co. to pay the expenses; in such cases the agents of the ships would redraw on the firm of Pendergast, Fenwick & Co. for the deficiency. When Pendergast, Fenwick & Co. draw for freight as above, they immediately credit the ships with the amount of said drafts, and when they have to pay for a deficiency, as above explained, they charge the ship with the amount of said payment. Willis & Chisolm were agents of these ships in Charleston. They were agents for the whole line.

Question. What agreement was there between Pendergast, Fenwick & Co. and Willis & Chisolm, relative to the compensation of the latter, as agent, and in what items of the accounts H. A. F., No. 1 & 2, are included the compensation of Willis & Chisolm?

Answer. The first part of that question I cannot answer for this reason, for that several of the ships—the Cumberland was one—had been going to the consignment of Willis & Chisolm before I was in the employ of Pendergast, Fenwick & Co., and I presume the agreement (if any) was made when the ships first commenced running. The

100 commission of Willis & Chisolm are charged in the disbursements of the ships in Charleston. They do not appear in said accounts

at all; they are deducted from amounts of freights received by Willis & Chisolm, and the balance of said freights are accounted for to Pendergast, Fenwick & Co., and by them credited to the ships.

Question. Did not Willis & Chisolm send you account-currents, from which you might be able to ascertain what commissions they charged? and, if so, state what commissions they charged.

Answer. They have sent us accounts of the expenses of the ships, upon which they charged 2½ per cent. commission on inward freights; that is, freights from Baltimore to Charleston, and 5 per cent. on outward freights and passengers from Charleston to Baltimore.

Question. Did they render separate accounts of the trip of each steamer separately, or did they average the cost of advertisement, commissions, &c., in one general account?

Answer. They rendered accounts of each voyage of each ship separately; their charges of advertising & commissions were not averaged, but charged to each ship against which it had accrued.

Question. When losses occurred to shippers by reason of goods being stolen or damaged, how are such losses charged in the accounts H. A. F., No. 1, & H. A. F., No. 2?

101 Answer. When such losses occurred in Charleston, they were charged in the accounts of the steamers by Willis & Chisolm; whichever steamer lost those goods or damaged them were liable. When such losses occurred here, (I don't remember, however, any instance of any such loss having occurred here,) I suppose, if any such had occurred here, they would have been charged to the particular steamer on which it occurred.

APRIL 3RD.

Examination resumed.

Question. At what time, as near as you can recollect, did Pendergast, Fenwick & Co. buy the stores to replace those taken from the appellants' steamers?

Answer. The duplicate bill that I hold for them, and the receipt, is dated on the 21st of August, 1866.

(The witness herewith files said duplicate bill, marked J. D. A., No. 5.)

Question. When were these articles taken?

Answer. I don't know when, or if they were ever taken. I only know that Mr. Morgan complained that a number of articles had been taken from the ship or ships, and the articles which he stated had been taken from the ships or ship were purchased by Pendergast, Fenwick & Co., and placed on board the ship or ships.

Question. When was the credit of six hundred dollars of coal first entered on your books?

Answer. It was entered after the accounts of the 30th of June. It was entered by me as soon as the transfer was reported to me,

102 crediting the steamer Kalorama with the amount of the coal.

Question. Were you ever in Charleston?

Answer. I never was.

Question. Did you attend to the out-door business of Pendergast, Fenwick & Co., or were your duties confined to book-keeping?

Answer. I did not attend to any out-door business; my duties were in the office.

Question. All that you know of these accounts, then, arises from the fact that you are acquainted with certain payments which were reported to you, as book-keeper, as having been made by your employers?

Answer. I know that, and also that there was a standing order that all parties doing work, or furnishing supplies, for the ships, were required to have a written order from the office; that all bills had to be signed as correct by the captain of the ship before the bills would be paid; and that the written orders had to be returned to the office; the orders afterwards were destroyed, after the bills were paid. In some instances, parties may not have received a written order, but even in that case, the captain of the ship had to certify to the correctness of the bills. I was cashier, and paid a majority of the bills against the ships.

Question. Did the steamer Cumberland form[ed] one of the line of steamers run by the appellees between Baltimore, Charleston, & Savannah; and, if so, to whom did it belong?

103 Answer. She did form one of the line. She has a number of owners.

Question. Were any members of the firm of Pendergast, Fenwick & Co. part owners of the Cumberland?

Answer. One member of the firm has an interest in the Cumberland

Re-direct.

Question. Did you see Morgan, one of the appellants, in the office of the appellees, or elsewhere, after you had sent to him the accounts acknowledged in the letter of July 12th, 1866; and, if so, when and how often did you see him, and did he object to said accounts, either on account of the items thereof, or of their being charged against the steamers & owners? State, as well as you can remember, what he said in reference to them.

Answer. I have seen Mr. Morgan frequently after the accounts were sent and received, sometimes one, two, or three times a week, and two or three times a day. I have heard Mr. Morgan speak of the accounts, and never heard him make any objection to them, or dispute any of the items, or the manner in which the accounts were made out. I mean that he did not dispute that the ships & owners were both responsible.

I have heard him admit that the ships and owners were responsi-
104 ble. I heard that statement made by him before the accounts were made up, and heard him, after they were made up, and he had acknowledged the receipt of them, distinctly admit that the steamers and owners were both responsible.

JOHN D. AGNEW.

Subscribed and sworn to before me this 3rd day of April, 1867.

ISAAC BROOKS, JR.,
U. S. Comm'r.

Exhibit J. D. A., No. 1.

WASHINGTON, D. C., *July* 2, 1886.

Mess's. PENDERGAST, FENWICK & CO., *Baltimore, M'd.*

GENTLEMEN: Your favor came duly to hand advising us of the statement of steamers Gen'l Custar & Kalorama ac'ts being in readiness for inspection and settlement, and requesting our Mr. Morgan to come over, &c.

Our Mr. M. has been prevented from coming over, in consequence of business engagements; he will probably be with you either on Friday or Saturday of this week.

Yours truly,

MORGAN & RHINEHART.

105 *Exhibit J. D. A., No. 2.*

WASHINGTON, D. C., *July 12th*, 1866.

Messr. PENDERGAST, FENWICK & Co.

GENTLEMEN: We are in receipt of your statement ac. with steamers "General Custar" & "Kalorama," but you have apparently overlooked the vouchers; these we want so as to examine and check the ac's by. You will, therefore, please forward them as soon as possible, so that we may examine and make the necessary entries on our books, and oblige,

Yours, resp'y,

MORGAN & RHINEHART,
p. J. S. W.

Exhibit J. D. A., No. 3.

Steamer "General Custar" & owners in acc't with Pendergast, Fenwick & Co. [*Cr.*]

DR.

1866.					
M'ch 21.	To paid	Capt. Beckett, for disbursements			350
24.	" "	C. H. Lange, $11 00; loading, $100 00		111 00	
	" "	Capt. Beckett to go to New York		25 00	
	" "	Flaharty, chief engineer		112 32	
	" "	J. L. Rose, pilot		25 00	
	" "	2nd mate in full		14 65	
	" "	advances on goods		2 85	
106	" "	labor, 2 60; 2 telegrams, 1 30; watching, 5 00		8 90	
	" "	pilot license		28 84	
					328 56
26.	" "	bill soap, 4 00; telegram, 1 59.		5 59	
	" "	steward, in full, 5 33; ice, 5 85		11 18	
					16 77
27.	" "	John Harman, bill provisions			85 55
28.	"	commissions on voy. No. 1, $2,637 19		263 92	
	"	paid receiving & advertising cargo		30 00	
					293 72
	" "	washing, 1 70; labor, 4 00; boat-line & ex., 1 75		7 45	
	" "	telegram		1 80	
					9 25
	" "	insurance on freight & disbursements, $4,700 00, *a* ¾ %			35 25
31.	" "	towage, $25 00; bal. bill loading, $5 00		30	
	" "	discharging & reloading		60 50	
	" "	labor, $4 50; drayage, $3 50		8 00	
	" "	watching, $2 50; telegram, 82.		3 32	
					101 82
Ap'l 2.	" "	towage, $15 00; watching, $5 00			20 00
4.	" "	Tall & Edgar, bill			704 51
7.	" "	bill wood, $6 50; C. H. Lange, $13 75		20 35	
	" "	D. B. Smull		13 34	

	" "	Commercial S. S. Co., wh'f'ge..	85 00		
	" "	do. service Mr. Eagle.	60 00		
					178 69
9.	" "	entering, 55; telegram, $1 65.			2 20
10.	" "	Capt. Harris, to pay crew.....	380 43		
	" "	ferriage, 40; washing in Charleston, 3 00.....	3 40		
					383 38
		Forward.....			2,510 15
1866.		To amount brought forward.....			2,510 15
Ap'l 11.	"	paid A. Mathiot & Son, bill.....			5 50
13.	" "	bill soap, 3 70; engineer, 10 00			13 70
107	" "	Capt. Harris, wages 2 men....	24 00		
	" "	advance & expenses freight...	40 50		
					64 50
14.	" "	M. T. Davidson & Co., bill....	19 63		
	" "	Tho's McDonald.....	13 50		
	" "	loading & discharging.....	112 45		
	" "	fr't ret'd to Ammidon & Crombie.....	3 00		
	" "	fireman, $15 96; bill ice, $5 75	21 71		
	" "	ferry-hire & car-fare.....	62		
	" "	telegrams, 94, 1 65; clearing, $1 60.....	4 19		
	" "	C. H. Lange.....	26 50		
					201 60
13.	" "	watching, $6 75; washing, $6 50			13 25
16.	"	commission on outward freight, voy. No. 2, $2,372 15.....	237 22		
	"	paid receiving & advertising cargo.	30 00		
					267 22
19.	" "	draft Morgan & Comstock....	2,500 00		
	" "	exchange on Washington.....	6 25		
					2,506 25
20.	" "	wharfage, $10 00; telegram, 89	10 89		
	" "	Mr. Flaharty, 50 00; telegrams, 2 75.....	52 75		
					63 64
21.	" "	John Brown, bill.....			3 50
21.	" "	discount on draft.....			17 31
	" "	Tho's P. Morgan, advances for disbursements.....			2,000
23.	" "	entering, 55; wharfage, $5 00.	5 55		
	" "	boy discharged.....	6 67		
					12 22
24.	" "	John Harmon, butcher.....	152 10		
	" "	Oscar Kock, cook.....	29 33		
	" "	J. L. Black, $26 67; hauling dirt, 1 50.....	28 17		
	" "	Capt. Harris on ac.....	75 00		
	" "	Jno. L. Riance, pilot, 1 mo., to date.....	100 00		
108	" "	J. C. Cannon, chief officer, do.	75 00		
					459 60

		Forward			8,138 44
1866.		To amount brought forward			8,138 44
Ap'l	25.	" paid charge on goods to Powhattan S. S. Co.	14 67		
		" " George Gillows	40 00		
				54 67	
	26.	" " loading & trimming coal	9 90		
		" " Tho's Flaharty, chief engineer	10 00		
				19 90	
	27.	" " charge on goods to B. & O. R. R.	17 35		
		" " bill ice, $5 00; cleaning, 60	5 60		
				22 95	
		" commission on outward freight, voyage No. 3, $2,418 67	241 87		
		" paid receiving & advertising cargo	30 00		
		" " ins. on goods, p. F. list	3 65		
		" " commission on charges	1 60		
				277 12	
	28.	" paid charges on goods to N. C. R. R. Co	11 15		
		" " C. H. Lange, bill	22 50		
		" " loading, $105 00; towing, $5 00	110		
		" " W. H. Delano	6 72		
		Ed. Sickel, 4 50, 3 40	7 90		
		" " watching	7 50		
				165 77	
		" " Cha's Noelle, for medicine chest	11 10		
		" " postage & registering letter & B. L.	65		
		" " bill wood	14 00		
				25 75	
		" " ins. on freight & disbursements, voy. No. 2, $4,500, *a* ¾ %	33 75		
		" " ins. on freight & disbursements, voy. No. 3, $4,500, *a* ¾	33 75		
				67 50	
May	1.	" overremittance, p. ac. Willis & C.			626 74
	3.	" paid disc't on draft, voy. 3			12 25
109	4.	" " Ja's Boyce, bill coal	588 75		
		" " J. P. Pleasants & Son, ½ box tobacco lost	24 00		
				612 75	
	5.	" " pilotage bill, Aug., 36 00; printing, 24 85; towing, 5 00	65 85		
		" " port tonnage, 9 18; F. B. Dornin bill, 12 00	21 18		
				87 03	
		Forward			10,110 87
1866.		To amount brought forward			10,110 87
May	7.	" paid crew to 1st inst			855 00
	8.	" " balance due crew	47 00		
		" " Ja's Weems, sailor	15 00		
				62 00	

	"	"	Tall & Edgar, bill		439 28
9.	"	"	advances on goods & drayage	10 00	
	"	"	Ja's Boyce, wharfage	300 00	
	"	"	E. G. Comstock, $50 00; telegram, $1 00	51 00	
					361 00
10.	"	"	telegram		90
11.	"	"	bill soap, $2 50; ice, $5 00		7 50
12.	"	"	J. & J. Frey, 3 50, 47 00; Ja's Boyce, bill coal $495	545 50	
	"	"	loading & trimming coal	12 50	
	"	"	B. & O. R. R., ch'g's on freight	63 81	
	"	"	J. P. Foot, 2nd mate	40 00	
	"	"	D. B. Smull, bills Ap'l 13, 15 70, & May 11, 74 08	89 78	
	"	"	Tho's McDonald, loading, 105 00; labor, 4 00	109	
	"	"	washing, 7 00; towing, 5 00	12 00	
	"	"	ch'g's on carriage, 14 25; telegram, 1 75	16 00	
	"	"	cleaning wharf, 62; bill wood, 7 00	7 62	
	"	"	registering letter & postage	41	
					896 62
	"		commission on outward freight, voy. No. 4, $1,920 06	192 00	
	"		paid receiving & advertising cargo	30 00	
					222 00
15.	"	"	bread bills, May 1, 8 70, & 12, 12 20		29 90
19.	"	"	E. G. Comstock	100 00	
	"	"	W. T. Walters & Co., $6 00; winding, 5 00	11 00	
	"	"	W. Crichton & Son, overch'g'd freight	21 21	
	"	"	hauling wood	75	
					132 96
	"	"	ins. on disbursements & freight, voy. 4, $4,500, *a* ¾%	33 75	33 75
	"	"	ice bill, 1 00; bill wood, 1 50		2 50
22.	"	"	John Harmon, bill 6 63; ferry, 35	6 98	
	"	"	Sam'l J. Pentz & Bro	119 05	
					126 03
			Forward		13,271 31
1886.			To amount brought forward		13,271 31
May. 23.	"		paid bill coal		345 00
	"	"	boarding permit, May 12, 4 59; & 21, 4 59	9 18	
	"	"	bill 1 bbl. potatoes	4 50	
	"	"	2 drayages, 50, 75	1 25	
	"	"	bill ½ doz. chairs	18 00	
					32 93

	24.	"	"	washing, 4 50; Mr. Morgan, 10 00	14 50	
		"	"	ice, 1 50; telegram, 1 75	3 25	
						17 75
	25.	"	"	Capt. F. M. Harris	75 00	
		"	"	T. Tiernay, fireman	23 94	
		"	"	M. Andrews, shed-rent	24 00	
		"	"	M. A. Mitchell, bill	215 49	
		"	"	disc't on draft, voyage 4	15 00	
						353 43
	26.	"	"	Mr. Morgan, $10 00; bill ice, 5 40	15 40	
		"	"	R. Eldridge, bill bread, 10 56; soap, 2 50	13 06	
		"	"	Ja's Adams, coal-passer, 14 00; soap, 50	14 50	
		"	"	ch'g's on goods to N. E. & T. Co	1 25	
		"	"	postage & registering letter	45	
						44 66
		"	"	C. H. Lange, bill May 9	27 00	
111		"	"	P. Quinn, fireman	25 27	
		"	"	G. W. Tregoe, signal	16 00	
		"	"	M. T. Davidson, bill May 8	56 36	
		"	"	M. T. Davidson & Co., bill May 11	144 78	
		"	"	loading & trimming coal	21 70	
						291 11
		"		commission on outward freight, voyage 5, $744 65	74 47	
		"		paid receiving & advertising cargo,	30 00	
		"	"	washing	4 13	
						108 60
	29.	"	"	disc't on sight-d'ft, to close voy. 4		1 51
		"	"	telegram to Charleston on 28th		2 15
	31.	"	"	ins. on disbursements & freight, $3, 500, a ¾ %		26 25
				Forward		14, 494 70
1866.				To amount brought forward		14, 494 70
May	31.	"		paid Capt. Kennard, per order of Tho's P. Morgan, on May 5		100 00
June	2.	"	"	loading, 63 00; C. H. Lange, bill, 5 50	68 50	
		"	"	Delano, bill, 6 40; watching, 6 00	12 40	
		"	"	mayor & city council, 9 18; express, 60	9 78	
						90 68
	5.	"	"	wh'f'ge attached by Mordecai		43 17
	6.	"	"	disc't on d'ft on Willis & C., voy. 5		4 00
	8.	"	"	telegram, 4 94; E. Williams, seaman, 7 98		12 92
	9.	"	"	Tall & Edgar, bill		101 79

	9.	"	"	travelling expenses, Mr. C. H. Pendergast, to New York, ac. ship	20 00	
		"	"	Tall & Edgar, bills, 17 05, 4 80, 1 00	22 85	
						42 85
	11.	"	"	Richard Harrington	40 00	
		"	"	Tho's Flaharty, engineer, in full	127 51	
112		"	"	Capt. Harris, bill for supplies, &c., from Charleston to Moorehead City	99 55	
						267 06
	14.	"	"	Ja's Boyce, bill	375 00	
		"	"	portions of crew	168 51	
						543 51
	15.	"	"	crew & officers in full to 14th	886 67	
		"	"	Sam'l J. Pentz & Bro., bills, 140 77, 148 75	289 52	
		"	"	washing	6 25	
						1,182 44
	16.	"	"	Mr. Morgan, by Mr. Cha's H. P	4 30	
		"	"	Ja's C. Ramsey & Co., bill	45 51	
		"	"	Capt. Harris, balance	53 87	
						103 68
	18.	"	"	Tho's McDonald	31 46	
		"	"	watching	3 75	
		"	"	telegrams	2 85	
						38 06
	20.	"	"	boarding permit		4 59
	22.	"	"	Geo. W. Tregoe, bill		261 79
		"	"	G. W. Evans & Co		1 50
	23.	"	"	J. J. Taylor & Co., 10 00; Ruppen's time, 13 00	23 00	
		"	"	Tho's McDonald, $11 25; Eldridge, bread bill, 5 76	17 01	
						40 01
				Forward		17,332 75
	1866.			To amount brought forward		17,332 75
	June 23.	"		paid W. T. Walters & Co., bill whiskey for sheriff	6 00	
		"	"	disc't on d'ft on Willis & Chisolm	16 00	
						22 00
	26.	"	"	wharfage on inward cargo		10 39
	29.	"	"	watching under sheriff		20 00
	30.	"	"	A. C. Hall, bill coal	113 60	
		"	"	Susq. S. S. Co., wharfage	4 89	
		"	"	James Boyce, bill	462 00	
		"	"	mayor & city council	9 18	
						589 67
113		"	"	watching		11 88
		"	"	bill 1 cord wood		7 00
	30.	"		commission on judgment paid against wharfage		8 65

	" paid Willis & Chisolm, amount due on voy. 5, from Charleston to Moorehead City			588 35
	" paid Jno. Harmon, bal. bill, Ap'l 30.	10 00		
	" " Tall & Edgar, bill	51 32		
	" " towage bill	11 00		
	" " M'd Steam Wood-mill	21 00		
	" " J. J. Abrahams & Son	4 46		
	" " J. & J. Frey	64 25		
	" " John Wells & Son	171 00		
	" " Hugh Bolton & Co	347 29		
	" " Sam'l J. Pentz & Bro	74 70		
	" " R. S. Holmes & Sons	45 84		
	" " stationary bill	50 75		
	" " D. B. Smull, bill May 24	3 95		
	" " services Mr. Wilson	46 50		
	" " telegram	30		
				902 36
				$19,493 05
June 30.	To balance due Pendergast, Fenwick & Co			$5,783 97

CR.

1866.				
M'ch 24.	By cash from passengers			90 00
Ap'l 12.	" " freight from Schaeffer	3 35		
	" " " " Mordicai	154 38		
				157 73
13.	" " from passenger			35 00
114 14.	" remittance from Willis & Chisolm			2,000 00
19.	" our sight-drf't on Morgan, R. & Co.			2,500 00
20.	" cash from passenger			30 00
21.	" our 3-days' sight-draft on Willis & Chisolm, account voyage No. 2			1,500 00
23.	" cash freight & wharfage			4 52
26.	" " from passenger			35 00
27.	" " from passenger			25 00
30.	" remittance from Willis & Chisolm			1,256 25
May 3.	" our sight-draft on Willis & Chisolm, ac. voyage No. 2			1,500 00
4.	" cash, freight from J. P. Pleasants & Son			26 84
6.	" " for passage			40 00
7.	" " freight from N. E. & T. Co			5 21
12.	" " from passenger			20 00
	" balance due on outward freight, voy. No. 3, remitted by Willis & C			494 19
	" remittance in full, voyage 3			95 94
21.	" cash freight from H. Wiern			1 15
22.	" " " from Whedbee & D			9 35
24.	" " from passenger	25 00		
	" our sight-draft on Willis & Chisolm, account voyage No. 4	1,500 00		
				1,525 00

26.	"	cash from passsenger	12 00
	"	overcharge on draft	1 00
29.	"	our sight-draft on Willis & Chisolm, to close voy. No. 4	151 16
June 2.	"	cash from old rope sold	5 00
		Forward	11,520 34
115		By amount brought forward	11,520 34
1866.			
June 4.	"	our sight-d'ft on Willis & Chisolm, ac. voy. No. 5	400 00
9.	"	cash from Capt. Harris, for passengers from Charleston to Moorehead City, 10 women, @ $10 00	100 00
22.	"	our 1-d's sight-draft on Willis & Chisolm, ac. troops to Moorehead City	1,600 00
25.	"	cash freight & wharfage from James Corner & Sons	45 74
26.	"	freight in full, collected voyage No. 4, p. ac. Willis & Chisolm	43 00
	"	balance	5,783 97
			19,493 05

E. & O. E.

BALTIMORE, *June 30th*, 1866.

Exhibit J. D. A., No. 4.

Steamer "Kalorama" & owners in acc't with Pendergast, Fenwick & Co. [Cr.]

DR.

1866.					
M'ch 28.	To cash paid despatch				1 00
31.	" " " seamen disch'gd				14 67
April 5.	" " " scrubbing & cleaning				4 08
7.	" paid balance due crew		22 00		
116	" " Ja's Tricket, watching		3 75		
	" " loading coal		24 85		
	" " stevedore bill, loading		100 00		
	" commission on outward freight, voyage No. 1, $2,632 88		263 29		
	" paid wharfage on cargo voy. 1		103 48		
	" " receiving & advertising cargo		30 00		
	" " advance on cargo		44 83		
					592 20
	" " pilot license		28 64		
	" " crew & engineers, Capt. Denken		502 97		
	" " ice bill		4 00		
					535 61
10.	" " exchange & interest on our 3-d's draft on Willis & Chisolm				23 33
13.	" " advances, A. C. Hall to Capt. Denkin, to send crew to New York		133 00		

		" "	Jno. Harmon, provision bill...	163 69	
					296 69
	14.	" "	Tho's. McDonald, stevedore....		16 65
		" "	watching on goods.....		10 00
	17.	" "	R. Eldinning, bill.....	10 88	
		" "	running line.....	50	
					11 38
	18.	" "	ch'g's on goods to B. & O. R. R.	4 40	
		" "	charge on glassware & cases...	28 92	
					33 32
	19.	" "	Morgan & Comstock's draft....	1,000 00	
		" "	exchange on Washington, ¼%.	2 50	
					1,002 50
	20.	" "	telegram to M., R. & Co.....	1 05	
		" "	stamps, &c., for ship's use.....	1 50	
		" "	advances on fr't to B. & O. R. R.	56 04	
					58 59
			Forward.....		2,600 02
117					
1866.			To amount brought forward		2,600 02
Ap'l	21.	"	paid Tho's McDonald, bal'ce bill...	5 00	
		" "	John Kown, bill.....	3 50	
		" "	telegram to Washington.....	66	
		" "	Cook & Farsen's bill.....	12 46	
					21 62
		" "	Jacob Forrest, fireman.....	16 00	
		" "	ice bill, $5 00; clearing, 60...	5 60	
		" "	watching, $3 75; ferry, 10c..	3 85	
					25 45
		" "	Tho's P. Morgan, advances for disbursements		2,000 00
	23.	" "	telegram to Willis & Chisolm.		1 65
	24.	"	commission on outward freight, voyage No. 2, $2,410 89....	241 09	
		" paid	receiving cargo & advertising.	30 00	
					271 09
	26.	" "	watching.....		5 00
	27.	" "	insurance on hay, ship's account, $250 00, a 1 %.....	2 50	
		" "	com's, $5 39; interest on draft, $2 61.....	8 00	
					10 50
	28.	" "	C. H. Lange, bill.....	6 50	
		" "	Tho's McDonald, loading & disch'g.....	110 00	
					116 50
	30.	" "	ins. on disbursements & freight, voyage No. 1.....	33 75	
		" "	ins. on disbursements & freight, voyage No. 2.....	33 75	
					67 50
May	3.	" "	entering at custom-house		60
		" "	disc't on draft, voyage 2.....		11 25
	4.	" "	Ja's Boyce, bill coal.....	514 75	

		" "	M. Andrews, fireman.....	34 67		
					549	42
	5.	" "	port tonnage, 9 38; towage, $11 00.....	20 38		
118		" "	port tonnage for March.....	9 38		
		" "	pilotage in August, 1865.....	27 50		
		" "	bill 35 cords of wood for ship.	192 50		
					249	76
			Forward		5,930	36
1866.			To amount brought forward.....		5,930	36
May	5.	"	paid yawl-boat in getting wood....	54 08		
		" "	bill, 47 bales hay, ship's ac..	188 21		
		" "	Capt. Denkin, for crew.....	300 00		
					542	29
	6.	" "	ch'g's on 26 boxes whiskey...		5	95
	7.	" "	am't due capt. and crew.....		553	49
	8.	" "	balance due crew.....	44 03		
		" "	ch'g's on freight to B. & O. R. R.	23 55		
		" "	bill soap, $2 50; washing, $3 75	6 25		
		" "	measuring wood.....	1 03		
		" "	insurance on freight for sundry parties	1 67		
					76	53
		" "	Tall & Edgar bill, provisions..		664	13
	9.	" "	Ja's Boyce, wh'f'ge, 2 trips...	200 00		
		" "	Dan'l McCann, plumber.....	73 61		
					273	61
		" "	clearing, 60c.; postage & regist'g letter, 68c.....		1	28
		"	commission on outward freight, voyage No. 3, $2,134 65.....		213	46
		"	paid receiving cargo & advertising.		30	00
		" "	ins. on disbursements & freight, $4,500 00, *a* ¾ %.....		33	75
		" "	fireman		1	33
	10.	" "	telegram, $1 65; drayage, 1 33		2	98
	11.	" "	bill ice.....		5	00
	12.	" "	J. & J. Frey, bill, $23 00; towage, $5 00.....	28 00		
119		" "	loading & trimming coal.....	22 50		
		" "	Eldridge, bill bread, 21 90; clearing for fr't, 63c.....	22 53		
		" "	Barker, Beamer & Co., bill hay.	173 25		
		" "	D. B. Smull, bills, 36 20, 16 72	52 92		
		" "	Tho's McDonald, loading.....	105 00		
					404	20
	21.	" "	hauling wood, 1 00; black seaman, 15 16.....	16 16		
		" "	Dennis Connor, seaman.....	15 16		
					31	32
			Forward.....		8,769	68

1866.		To amount brought forward.....			8,769 68
May	22.	" paid George Wallace.....	13 00		
		" " bill soap, 2 50; J. G. Ramsey's bill, 70 95.....	73 45		
		" " McAvery, fireman, in full.....	20 00		
		" " S. J. Pentz & Bro., bill meats, &c	130 68		
					237 13
	23.	" " clearing, 60c.; express, 25c...	85		
		" " telegram, 1 70; postage & regist'g letters, 38c.....	2 08		
		" " overch'ge on fr't, 3 39; boarding permit, 4 69.....	8 08		
		" " men, by order Capt. Denkin..	55 99		
		" " despatch, 1 70; boarding permit, May 21, 4 69.....	5 39		
					72 39
		" commission on outward freight, voyage No. 4, $1,841 23...			184 13
		" paid receiving cargo & advertising.			30 00
		" " ins. on disbursements & freight, $3,500 00, *a* ¾ %.....			26 25
	25.	" " Andrews, shed-rent.....	20 00		
		" " M. A. Mitchell, bill provisions	90 72		
		" " disc't on draft, voy. No. 3....	14 80		
					125 52
	26.	" " towage bills, 5 00, 10 00.....	15 00		
		" " Eldridge, bill bread.....	7 68		
		" " drayage on goods.....	50		
120		" " watching, 1 50; stamps on d'fts, 70.....	2 20		
		" " Geo. W. Tregoe, signal.....	16 00		
		" " loading & trimming coal.....	17 95		
		" " Tho's McDonald, loading.....	105 00		
		" " discharging, 1 60; labor, 21 00	22 60		
					186 93
	30.	" " disc't on draft, voyage 4.....			16 33
June	2.	" " Ja's Boyce, bill coal.....			504 00
		" " crew, to 1st inst.....			579 05
		" " entering at custom-house.....			70
		" " watching, 3 00; mayor & city council, 9 38.....			12 38
	5.	" " R. G. Rieman & Co., bill coal.			546 10
		" " Tho's P. Morgan, to go to Phil'a			20 00
		Forward			11,310 59
1866.		To amount brought forward.....			11,310 59
June	2.	" paid seamen.....			3 00
	6.	" " 2 telegrams to Fuller & Morgan, 79, 55.....			1 34
June	8.	" " 4 men, in full.....			22 84
June	9.	" " hauling, 1 75; Tall & Edgar, bill, 172 81.....	174 56		
		" " seaman.....	7 00		
		" " charges to B. & O. R. R.....	31 85		
		" " washing bill, 4 87; coal-passer, 8 00.....	12 87		

		" "	trimming coal	25 55		
		" "	1st mate, per bill	22 50		
		" "	bill soap, 3 00; hauling dirt, 75	3 75		
						278 08
	11.	" "	Capt. Denkin, in full			42 37
	12.	" "	Cha's Layton, 1st made			10 00
	14.	" "	Ja's Boyce, wharfage			100 00
	15.	" "	crew & officers, in full to 14th, all discharged	326 25		
121		" "	Sam'l J. Pentz & Bro	232 06		
		" "	washing	75		
						559 06
	16.	" "	Eldridge, bills bread, 6 72, 4 80			11 52
	18.	" "	Tho's McDonald, loading			38 50
		" "	Smith & Curlett, bill soap	3 00		
		" "	D. B. Smull, bill, May 23	19 56		
		" "	Henry Boss, bill	3 71		
		" "	bill, soap	1 20		
		" "	wharfage bill	27 75		
		" "	D. B. Smull, bill, May 9	4 12		
		" "	bill ice	6 00		
		" "	Geo. Evans & Co., bills	1 50		
		" "	George's Creek Coal Co., bill coal	234 00		
		" "	Hugh Bolton & Co., bill	296 88		
		" "	Ja's Boyce, bill coal, May 26	158 75		
		" "	C. H. Lange, bill, 26 50; R. S. Holmes & Sons, bill, 330 34	356 84		
						1,113 31
			Forward			13,490 61
1866.			To amount brought forward			13,490 61
June 19.		"	paid R. S. Holmes & Sons, bill, 7 22, 29 35			36 57
		" "	coal bill at Charleston			150 00
		" "	wood bills, April 18, 14 00, April 5, 21 00	35 00		
		" "	towage bills, April 5 & 7	15 00		
						50 00
		" "	bill 33 gal's brandy, short delivered	83 17		
		" "	D. B. Smull, bill, June 9 & 12	108 94		
						192 11
		" "	stationary bill			56 41
		" "	J. & J. Frey, bill, June 12			141 00
		" "	Mr. Wilson, June 14			15 00
	22.	" "	Geo. W. Tregoe, bills, 9 25, 55 74			64 99
		" "	insurance on goods			42
122	23.	" "	loading & trimming coal			52 50
		" "	Tho's McDonald	14 00		
		" "	bill towage	8 00		
						22 00
		"	commission on passengers 269 80, @ 10			26 98
	29.	"	paid watching			20 00
						14,318 59

June 29.	To balance due Pendergast, Fenwick & Co		4,637 17

CR.

1866.			
Ap'l 10.	By our draft on Willis & Chisolm, account voyage No, 1		2,000 00
18.	" cash from Mrs. Price, for passage		35 00
19.	" our draft on Morgan, R. & Co		1,000 00
	" cash freight from W. Wilkens & Co.		2 70
	" " " " H. Jenkens		63 00
20.	" " " " Gen'l Davis		28 75
	" " " " Mordecai & Co		8 07
	" " from Miss R. Eichnold, passage		35 00
23.	" remittance from Willis & Chisolm to close voy. No. 1		252 19
	" cash freight from S. Williams		7 20
26.	" " " on 5 bales cotton		21 84
May 3.	" our sight-draft on Willis & Chisolm, ac. voyage No. 2		1,500 00
8.	" cash from passenger		24 80
9.	" " " sundry passengers		150 00
11.	" remittance from Willis & Chisolm to close voyage No. 2		871 33
123 21.	" cash freight & ch'g's fr. Schaeffer		33 15
	" " " do. " N. E. & T. Co.		11 20
22.	" " overcharge on draft		1 42
23.	" " for passage, Miss Fuller		25 00
24.	" our sight-draft on Willis & Chisolm, ac. voy. No. 3		1,480 30
26.	" cash for freight & wharfage		1 10
30.	" our sight-draft on Willis and Chisolm, ac. voy. No. 4		1,400 00
June 4.	" cash fr't from Morris & Baldwin		40 77
	" remittance from Willis & Chisolm to close voy. No. 3		517 22
	" remittance to close voy. 4		171 38
	Forward		9,681 42
	By amount brought forward		9,681 42
	" balance		4,637 17
			$14,318 59

E. & O. E.

BALTIMORE, *June 29th*, 1866.

Exhibit J. D. A., No. 5.

BALTIMORE, *August* 21, 1866.

Steamship E. C. Knight, for goods taken from S. S. Kalorama, bought of R. S. Holmes & Sons:

3 paint-brushes, 1, 65; 1, 1 00; 1, 1 50	$3 15
3 tin squirt-cans, 50	1 50

1 glass reflector, for eng. room lamp		1 00
3 lamp chimneys, 10		30
124 2 q'rs em. cloth, 2 50		5 00
6 balls lamp-wick, 1 lb		1 25
25 lbs. cotton waste, 33		8 25
1 tin drip-pan		2 00
1 " sq. can		50
4 coal chisels, 1 00		4 00
5 cape " 1 25		6 25
4 drills, 1 @ 1 50, 1, 1 25; 2, 2 00		4 75
1 pipe-wrench		4 50
1 monkey "		2 75
6 lbs. waste, 30		1 80
½ " lamp-wick, 1 25		63
1 copper hammer		4 00
3 pet. lamps, 40		1 20
4 tube " 90		3 60
1 tallow-kettle		75
1 hammer		2 75
1 hatchet		1 50
2 globe lamps, 2 00		4 00
4 lbs. round gum, 1 25		5 00
1 scoop		1 65
1 broom		50
		$72 58

Rec'd pay by note a. 60 d's.

R. S. HOLMES & SON,
p. WALLACE.

SEPT. 22, 1866.
Duplicate.

Depositions of James F. Pendergast and John D. Agnew, wit-
125 nesses for the appellees, taken before the same commissioner, att he city of Baltimore, on the 14th day of December, 1867.

James F. Pendergast, a witness for the appellees in a certain civil cause depending in the circuit court of the United States for the district of Maryland, wherein the owners of the steamers General Custar and Kalorama are appellants, and Pendergast, Fenwick & Co. are appellees; and the said James F. Pendergast, being by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the appellees, makes oath, deposeth, and saith as follows, to wit:

1st interrogatory. Edwin G. Comstock, in his testimony heretofore taken before Commissioner Rogers, says that the firm of Pendergast, Fenwick & Co. received particular instructions from himself and Thomas P. Morgan not to allow the steamers General Custar and Kalorama to run twenty-four hours, if they were losing a cent of money; that these instructions were repeatedly given to Mr. James F. Pendergast, and to Mr. Fenwick, of the firm, and that they both assured him that they were making money. Please state whether or not you are one of the persons referred to in said testimony, and whether or not said testimony is true; and if false, in what particular.

Answer. I am one of the persons referred to; I am the James
126 F. Pendergast who was a member of the said firm of Pendergast,

Fenwick & Co. No assurance was given that the steamers were making money or losing it; times were active; freights were plenty; delays of accounts from Charleston; losses in falling short of cargoes rendered it impossible to get returns from Charleston by the return trips of the steamers, or even the second trips. We could not say whether there were losses or gains on each particular trip, unless the accounts were finally closed. I never said to Edwin G. Comstock, nor to any other person, that the ships were either making or losing money. Mr. Comstock came in some time in the last of April, with reference to other transactions; we spoke only casually with reference to the steamers Kalorama and Custar. I did not enter into any details in reference to these matters. Comstock said, however, that he would like to know how the steamers were doing. I answered, "You see the freight-list. Mr. Morgan is in close examination and here all the time, and can well understand the movements of the ships, their revenues, and expenses. If you have any particular interest we will stop the ships at once, close up the accounts to a point, and show what they are doing." He answered, "No; they are better running than tied up to the wharf." We could not ascertain, without stopping them, what the result of their
127 running was, because there were items coming in constantly, which affected that result, and could not be known until after the voyage to which they belonged was over. No instructions were ever given to our firm that the steamers were not to run, if they were not making money. So far from these instructions being given, Mr. Morgan repeatedly said that he was exercising a general supervision over the interests of the steamers; that he thought the trade would be a good one; that he desired the steamers to continue running; and that he himself would be here when each steamer arrived, and would exercise a general supervision over them, which I particularly desired and requested them to do.

2nd interrogatory. Did you ever assure Mr. Comstock that said steamers should not be permitted to lose any money?

Answer. I never did.

JAMES F. PENDERGAST.

Subscribed and sworn to before me this 14th day of December, 1867.

ISAAC BROOKS, JR.,
U. S. Comm'r in & for Dist. of Maryland.

John D. Agnew, a witness for the appellees in a certain civil cause depending in the circuit court of the United States for the
128 district of Maryland, wherein the owners of the steamers General Custar and Kalorama are appellants, and Pendergast, Fenwick & Co. are appellees; and the said John D. Agnew, being by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the appellees makes oath, deposeth, and saith as follows, to wit:

1st interrogatory. Do you know E. G. Comstock, who testified in this case before Commissioner Rogers?

Answer. I know E. G. Comstock. I was present at the time his testimony was taken. I have seen him several times in the counting-room of Pendergast, Fenwick & Co., in whose employ I was, whilst their accounts against the steamers Gen'l Custar and Kalorama were accruing.

2nd interrogatory. Do you know whether there was any agreement between Pendergast, Fenwick & Co. and the owners of said steamers,

or either of them, that they were not to run unless they were making money?

Answer. I never heard of any such agreement; it would have been impossible for any such agreement to have been made without my knowledge, or, rather, consistently with the facts I am about to state. I was book-keeper in their employ, & could always, or very nearly
129 always, hear any conversation which took place in the private office of the firm. I remember on one occasion, and I believe the only time that Mr. Comstock ever had a conversation with Mr. James F. Pendergast, Mr. Comstock's intimating that he would like to know how the steamships Gen'l Custar & Kalorama stood; that is, whether they were making or losing money; and also saying that he would like to have an account of the results of said steamships. Mr. James F. Pendergast's answer was, "That if you have any particular interest in these ships, or either of them, we will stop the ships from running, have the accounts closed to a point within a reasonable time, and show you what the results are." Mr. Comstock replied, "No; I do not want that. The ships are better running, even at a loss, than they would be tied up at the wharf." This conversation took place, I think, between the third and fourth voyages of the steamer General Custar, which would be between the 25th of April, and the 15th of May, 1866. I am able to fix the time by remembering that the Custar was run off from the custody of the sheriff about the 26th of May, 1866, which was the last voyage the ship made. The ship was run off from the custody of the sheriff by order of Tho's P. Morgan. The vessel was run off while
the custody of the sheriff, and taken to Charleston and back.
wish and advice, and in spite of the objection, of
130 Fenwick & Co. The trip, in point of profit, was one
disastrous ones. Pendergast, Fenwick & Co. alway
point to telegraph Morgan, Rhinehart & Co. of the arri
steamers, and Morgan almost universally came up and saw
what the steamers were doing, the freight-lists, the rates
the quantity of freight going and coming, and could form
idea of the chance of profit as Pendergast, Fenwick & Co
Mr. Morgan always expressed himself satisfied with what
were doing.

JOHN D. A

Subscribed and sworn to before me this 14th day of December, 1867.

ISAAC BROOKS, JR.,
U. S. Comm'r in & for Dist. of Maryland.

Deposition of Charles H. Pendergast, witness for appellees, taken before Robert Lyon Rogers, esquire, U. S. commissioner for the district of Maryland, on the 25th June, 1868.

Charles H. Pendergast, a witness for the appellees in a certain civil causes depending in the circuit court of the United States for the fourth circuit in and for the district of Maryland, wherein the owners and claimants of the steamers Kalorama and Gen'l Custar are appellants, and James F. and Charles H. Pendergast, and Henry A. Fenwick
131 are appellees. And the said Charles H. Pendergast, being by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the appellees, makes oath, deposeth, and saith as follows, to wit:

I am one of the appellees in this cause, and was a member of the firm

Fenwick & Co. No assurance was given that the steamers were making money or losing it; times were active; freights were plenty; delays of accounts from Charleston; losses in falling short of cargoes rendered it impossible to get returns from Charleston by the return trips of the steamers, or even the second trips. We could not say whether there were losses or gains on each particular trip, unless the accounts were finally closed. I never said to Edwin G. Comstock, nor to any other person, that the ships were either making or losing money. Mr. Comstock came in some time in the last of April, with reference to other transactions; we spoke only casually with reference to the steamers Kalorama and Custar. I did not enter into any details in reference to these matters. Comstock said, however, that he would like to know how the steamers were doing. I answered, "You see the freight-list. Mr. Morgan is in close examination and here all the time, and can well understand the movements of the ships, their revenues, and expenses. If you have any particular interest we will stop the ships at once, close up the accounts to a point, and show what they are doing." He answered, "No; they are better running than tied up to the wharf." We could not ascertain, without stopping them, what the result of their
127 running was, because there were items coming in constantly, which affected that result, and could not be known until after the voyage to which they belonged was over. No instructions were ever given to our firm that the steamers were not to run, if they were not making money. So far from these instructions being given, Mr. Morgan repeatedly said that he was exercising a general supervision over the interests of the steamers; that he thought the trade would be a good one; that he desired the steamers to continue running; and that he himself would be here when each steamer arrived, and would exercise a general supervision over them, which I particularly desired and requested them to do.

2nd interrogatory. Did you ever assure Mr. Comstock that said steamers should not be permitted to lose any money?

Answer. I never did.

JAMES F. PENDERGAST.

Subscribed and sworn to before me this 14th day of December, 1867.

ISAAC BROOKS, JR.,
U. S. Comm'r in & for Dist. of Maryland.

John D. Agnew, a witness for the appellees in a certain civil cause depending in the circuit court of the United States for the
128 district of Maryland, wherein the owners of the steamers General Custar and Kalorama are appellants, and Pendergast, Fenwick & Co. are appellees; and the said John D. Agnew, being by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the appellees makes oath, deposeth, and saith as follows, to wit:

1st interrogatory. Do you know E. G. Comstock, who testified in this case before Commissioner Rogers?

Answer. I know E. G. Comstock. I was present at the time his testimony was taken. I have seen him several times in the counting-room of Pendergast, Fenwick & Co., in whose employ I was, whilst their accounts against the steamers Gen'l Custar and Kalorama were accruing.

2nd interrogatory. Do you know whether there was any agreement between Pendergast, Fenwick & Co. and the owners of said steamers,

or either of them, that they were not to run unless they were making money?

Answer. I never heard of any such agreement; it would have been impossible for any such agreement to have been made without my knowledge, or, rather, consistently with the facts I am about to state. I was book-keeper in their employ, & could always, or very nearly
129 always, hear any conversation which took place in the private office of the firm. I remember on one occasion, and I believe the only time that Mr. Comstock ever had a conversation with Mr. James F. Pendergast, Mr. Comstock's intimating that he would like to know how the steamships Gen'l Custar & Kalorama stood; that is, whether they were making or losing money; and also saying that he would like to have an account of the results of said steamships. Mr. James F. Pendergast's answer was, "That if you have any particular interest in these ships, or either of them, we will stop the ships from running, have the accounts closed to a point within a reasonable time, and show you what the results are." Mr. Comstock replied, "No; I do not want that. The ships are better running, even at a loss, than they would be tied up at the wharf." This conversation took place, I think, between the third and fourth voyages of the steamer General Custar, which would be between the 25th of April, and the 15th of May, 1866. I am able to fix the time by remembering that the Custar was run off from the custody of the sheriff about the 26th of May, 1866, which was the last voyage the ship made. The ship was run off from the custody of the sheriff by order of Tho's P. Morgan. The vessel was run off while she was in the custody of the sheriff, and taken to Gharleston and back, against the wish and advice, and in spite of the objection, of Pendergast,
130 Fenwick & Co. The trip, in point of profit, was one of her most disastrous ones. Pendergast, Fenwick & Co. always made it a point to telegraph Morgan, Rhinehart & Co. of the arrival of the steamers, and Morgan almost universally came up and saw for himself what the steamers were doing, the freight-lists, the rates of freight, the quantity of freight going and coming, and could form as good an idea of the chance of profit as Pendergast, Fenwick & Co. could do. Mr. Morgan always expressed himself satisfied with what the ships were doing.

JOHN D. AGNEW.

Subscribed and sworn to before me this 14th day of December, 1867.

ISAAC BROOKS, JR.,
U. S. Comm'r in & for Dist. of Maryland.

Deposition of Charles H. Pendergast, witness for appellees, taken before Robert Lyon Rogers, esquire, U. S. commissioner for the district of Maryland, on the 25th June, 1868.

Charles H. Pendergast, a witness for the appellees in a certain civil causes depending in the circuit court of the United States for the fourth circuit in and for the district of Maryland, wherein the owners and claimants of the steamers Kalorama and Gen'l Custar are appellants, and James F. and Charles H. Pendergast, and Henry A. Fenwick
131 are appellees. And the said Charles H. Pendergast, being by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the appellees, makes oath, deposeth, and saith as follows, to wit:

I am one of the appellees in this cause, and was a member of the firm

of Pendergast, Fenwick & Co. during its existence, and have been a member of the firm of Pendergast Bro's & Co. ever since its existence. The claim of Pendergast, Fenwick & Co., sought to be secured in this case and shown by their Exhibits J. F. P., No. 3, & J. F. P., No. 4, heretofore filed, arises from disbursements made by them, and money expended by them, for repairs, supplies, and other expenses necessary to enable said ships to prosecute the voyages in which they were engaged. There were liens existing for wages and supplies on these ships before they came into our hands to the amount of about eight hundred dollars on one of them, and seven hundred & fifty, about, on the other—both of which we paid at the request of Tho's P. Morgan, who was the owner of the Kalorama, and E. G. Comstock, who was part owner of the steamer Gen'l Custar, with Thomas P. Morgan. At the time this indebtedness was accruing these steamers belonged to the port of Georgetown, in the District of Columbia. The monies expended by our firm for the repairs, supplies, and other expenses of these vessels could not have been procured, nor could the supplies or repairs have been procured or had, upon
132 the credit of the masters and owners of said steamers, or otherwise draw on the security of the vessels themselves therefor. My reasons for so saying are, that the owners had no credit in the city of New York, for I live there, and know this fact, as there were liens there for supplies, repairs, and screw-docks, and wages, which were still outstanding, unpaid, when we took the boats into our possession. Some we paid and others were sent here for suit and have not been paid yet. When we took the boats, it was understood with Mr. Morgan and Mr. Comstock, that we were to furnish supplies, and keep the boats in order, holding the boats liable to us for all advances made. Mr. Comstock we would not trust under any circumstances, as Mr. Morgan informed us when the boats came here, that he had no confidence in Mr. Comstock, and told us to give him no money on account of the boats. Mr. Comstock had no credit either here or in New York. In a conversation with Mr. Morgan, shortly after the boats came into our possession, he desired us to make an advance of one hundred dollars to Mr. Kennard. This we refused to do. He said, "You are not trusting me, but the steamers Kalorama and Gen'l Custar, as I want Mr. Kennard to go to Savannah to try and start business, so that we can run the boats there." The parties who furnished supplies to the ship furnished them on our order;
133 neither Mr. Bolton, who furnished the supplies for the machinery, Mr. Boyce, the coal, knew the owners of the ships or their credit. When the Kalorama came here she was very much out of repair. Mr. Morgan told me that Fardy & Brother would do the repairs, and that we would not be called upon to pay for them. The work was accordingly done, and the bills presented to us. We declined to pay them, saying that Mr. Morgan had informed us that he, Morgan, had made the arrangements with Messrs. Fardy to settle them. Mr. Matthew Fardy, who presented the bills, said, "I made no arrangement with Mr. Morgan, and if I had not understood that you were to pay the bills, I would not have let a blow been struck, as I have his protested paper now in my safe."

(The proctor for the appellant objects to so much of the witness' testimony as relates to what Fardy said or told him.)

As far as Rhinehart is concerned, we had nothing whatever to do with him. He had no interest whatever in the steamers, as far as I know, and we dealt cautiously for the reason that we had no confidence in the credit of either Morgan or Comstock. Mr. Morgan, after the steamers had made their second trip and before the third, attempted to

134 raise money to pay off our claim. He failed in the attempt, and so informed us. He said he was hard up for money, and that ten thousand dollars would relieve him. When the ships were attached by Fuller, we told Mr. Morgan that we had advanced all the money we were going to advance, and that the crew could libel for wages at any minute. He said, "Don't refuse to advance a little more money, as you have got both boats liable for the advances." We advanced to Mr. Morgan the money for two drafts for two thousand dollars each, or rather we accepted the drafts and had to pay them at maturity, which drafts have been heretofore filed in this case. He told me that the object of raising money on the drafts was to pay Fuller's and other claims against the ship. This amount of four thousand dollars is a part of our claim in these suits. Comstock had been a member of the firm of Morgan, Rhinehart & Co., but Mr. Morgan told me that for some rascality he had been dismissed from the firm. None of the masters of these vessels had either credit or means during the times this indebtedness was accruing.

Closed in chief.

Cross-examined.

You understand me to say that Mr. Boyce, who furnished the coal, and Mr. Bolton, who furnished supplies for machinery, gave
135 credit to the appellees, as both of them said to us, "We never enquired who the owners were; we knew you were good." Mr. Boyce, for some time, sent his bills made out against our firm, and we had to send them to him to get the name of the steamer inserted, so as to know to what vessel to charge it. The vessels were repaired and supplied exclusively in Baltimore. The supplies and repairs were all purchased and made on our credit. I mean all that are included in our bill. Receipts were taken for all supplies and repairs, and we have them in our possession. I do not know that we paid any bill for repairs, except, perhaps, some trifling matters. The conversation between Mr. Fardy and myself, as testified to by me in my examination-in-chief, was just before the fifth and last voyage of the Gen'l Custar. The Kalorama made four voyages. The particulars of our account are supplies, wages of crew, and slight repairs; the statement in detail of items I cannot give, as I did not keep the books.

C. H. PENDERGAST.

Subscribed and sworn to before me this 25th June, A. D. 1868.
ROT LYON ROGERS,
U. S. Commissioner.

136 Depositions of Reuben McClenahan and Thomas P. Morgan, witnesses for appellants, taken before Isaac Brooks, jr., esquire, U. S. commissioner for the district of Maryland, at the city of Baltimore, on the 8th day of March, 1867.

Reuben McClenahan, a witness for the appellants in a certain civil cause depending in the circuit court of the United States in and for the Maryland district, wherein the owners & claimants of the steamer Kalorama are appellants, and the owners & claimants of the steamer General Custar are appellants, and James F. Pendergast, Charles H. Pendergast, and Henry A. Fenwick are appellees. And the said Reuben McClenahan, being by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and being

examined on behalf of the appellants, makes oath, deposeth, and saith as follows, to wit:

I think it was some time in April, 1866, that I went on board the Kalorama. I was sent for by Mr. Schaeffer—he was chief engineer at the time—to know if I would go as first assistant with him. I went aboard the next morning, and in the afternoon at four o'clock we left for Charles-
ton. I made two trips as first assistant engineer. There was a
137 disagreement between Mr. Pendergast & Mr. Schaeffer about coal, when Mr. Jerome Pendergast discharged Mr. Schaeffer, and ap-
inted me chief engineer of the ship. I made one trip to Charleston
back to Baltimore. The engine was put in thorough order and ready
r sea at the time she was attached, and all hands were discharged.
t the time I left the ship she was fully stored. I suppose those stores
ere worth all of two hundred and fifty dollars anyhow. There was
inety tons of coal on board; the bunkers were full. There was little over that, but that was what the bunkers were estimated to hold. The coal was taken out by Mr. Pendergast, and put on the wharf. The bunkers were torn down in order to get the coal out. I don't mean that all the bunkers were taken down, but they were taken down only as far as was necessary to get the coal out. When I left her, after the sheriff took her, everything was taken off that I know of, stores and all. I include furniture. It was taken by the employees of Messrs. Pendergast, Fenwick & Co., by their orders. Part of it was taken on the steamer E. C. Knight, and part of it, I think, on the steamer Gibson. Whether this property belonged to the ship, or whether it belonged to Mess's Pendergast, Fenwick & Co., is more than I know. I think that
none of it went on the Star of the South. There was a table taken
138 off the Kalorama, which, I think, was worth twenty-five dollars.
I do not know of any sail, yards, or rigging being taken from her. The coal was anthracite. In estimating the value of the stores, I did not include the coal. I do not know the value of the coal. There was a large number of tools removed that I included in the stores.

Cross-examined.

The person by whom the articles were taken, or a part of them, was Frazier, I do not remember his first name, mate of the E. C. Knight; other articles were taken by W'm W. McFarland, chief engineer of the E. C. Knight. I do not remember that anything was taken by anybody else. These things were taken whilst the steamer was in the custody of the sheriff's officers. I do not know that the persons by whom these articles were taken were acting as the agents of the appellees, except from the fact that I knew they were officers on board the ships employed by the appellees, Pendergast, Fenwick & Co., one as chief mate, and the other as chief engineer. All the time I was in the employ of Mess's Pendergast, Fenwick & Co., I did not speak over half a dozen words to Mr. Morgan.

REUBEN McCLENAHAN.

Subscribed and sworn to before me this 8th day of March, 1867.

ISAAC BROOKS, JR.,
139 *U. S. Commissioner.*

Thomas P. Morgan, a witness for the appellants in a certain civil cause depending in the circuit court of the United States in and for the Maryland district, wherein the owners & claimants of the steamer

Kalorama are appellants, and the owners & claimants of the steamer General Custar are appellants, and James F. Pendergast, Charles H. Pendergast, and Henry A. Fenwick are appellees. And the said Thomas P. Morgan, being by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the appellants, makes oath, deposeth, and saith as follows, to wit:

Some time in the month of February, 1866, having learned that Mess's Pendergast, Fenwick & Company were desirous of purchasing a steamer, I called on Mr. James Pendergast, and informed him that I had a steamer for sale. In the course of a few days my partner, Mr. E. G. Comstock, called upon Mess's Pendergast, Brother & Company, of New York, and affected an arrangement, by which the steamer General Custar was placed in their hands, and consigned to Pendergast, Fenwick & Co., Baltimore, the appellees, and by them placed in their line between Baltimore & Charleston. It was agreed that the steamer should make two trial trips to and from Charleston, and, if satisfactory,
140 they would purchase the said steamer for the sum of twenty-five thousand dollars. The steamer made the said two trips, and, by request of Mr. James Pendergast, she made the third trip, at which time Mr. James F. Pendergast declined to purchase. The ship was continued in their line to, I think, the 16th of Jan'y, 1866; during this time I held repeated conversations with the members of the firm, the appellees, in reference to the business of the line, and was answered that the ships were making money. On several occasions I requested them to furnish a statement of the ship's accounts, & was answered "that the accounts were not made up, but to make myself easy, that the ships were making money." I repeatedly stated to the firm that the ships must not be run unless they made their expenses; that I had no money to lose in the business. I did not receive any statement of accounts from the parties, until after the ships were laid up, and they had attached the ships for all amount alleged to be due to them on account of disbursements. The bills of repairs on the ships' hulls and machinery were charged to the accounts of the appellants, and were not paid by M'ss's Pendergast, Fenwick & Company. The steamer Kalorama was, some time in the month of April, placed in the hands of Mess's Pendergast, Fenwick & Company, to run in their line between Charleston & Baltimore,
141 and the same explicit directions were given to the said parties, not to run the ship unless she paid expenses; and the same assurance was given that the Kalorama was making money.

The captain & hands on the vessel were employed during the time they were in the line by Mess's Pendergast, Fenwick & Co. The crew of the Gen'l Custar that was on board of her at the date of this agreement brought the ship to Baltimore from New York. On her arrival the captain was discharged and a new one appointed by the said firm. After the said ship was placed on the Baltimore & Charleston route all changes of officers & crew were made by the order of the appellees. Mr. Jerome Pendergast had special charge of the steamers, he being a member of said firm of Pendergast, Fenwick & Company. The officers and crew of the steamer Kalorama were employed by the appellants to bring the ship from New York to Baltimore. After the said ship was placed in the line the officers and crew were subject to the orders of the appellees, they acting in the capacity of our agents, and exercising full and entire control over the said ships. The repairs and supplies were ordered in part by myself, and in part by the appellees.

Cross-examined.

142 I know of the arrangement that was made in New York by Mess's Pendergast Brothers & Company and my partner, Mr. Comstock, through the correspondence between the parties. I here produce, to be filed by the commissioner, a letter on the subject, marked A, (exhibit.) The general arrangement was the same in reference to the Kalorama as the Custar. There was no specific proposition to purchase the Kalorama, but the relations between the appellants and the appellees was the same with reference the arrangement under which he was to run and did run. I don't remember that I ever objected to any thing that was done by the appellees in reference to the appointment of the officers and crew. Mr. Comstock did not object, that I know of. I had frequent conversations with the appellees with reference to the appointment of officers and crew. I sometimes found on my arrival here that officers had been changed, but good reasons were assigned for it.

THO'S P. MORGAN.

Subscribed and sworn to before me this 8th day of March, 1867.

ISAAC BROOKS, JR.,
U. S. Commissioner.

[5-cent U. S. in. rev. stamp.]

Exhibit A.

NEW YORK, *March 14th*, 1866.

E. G. COMSTOCK, Esq.

143 DEAR SIR: Referring to our conversation of to-day, we beg to say that we will accept your terms for the steamer "Gen'l Custar."

We will take her for two voyages to Charleston or Savannah & back, as we may decide through our Baltimore house, Pendergast, Fenwick & Co., and in the event of our being satisfied with the vessel we are to purchase her at the sum of $25,000, say ½ in cash, balance our paper at 4 months. For the two voyages we are to charge you 10% commission on the gross freight of the vessel, and to disburse the steamer & have all freights & disbursements insured, & in case we do not find the vessel satisfactory after the trial of two trips we agree to retain her in the southern trade on the terms above mentioned.

It is understood the steamer will sail from here for Baltimore 16th inst., consigned to Pendergast, Fenwick & Co., Baltimore. We also understand and agree that the vessel shall be acceptable to the underwriters in Balto., & insure at lowest rates.

Yours, respectfully,

PENDERGAST BRO'S & CO.

Deposition of Joseph L. Savage, witness for appellants, taken before the same commissioner, at the same place, on the 9th of March, 1867.

144 Joseph L. Savage, a witness for the appellants in a certain civil cause depending in the circuit court of the United States for the district of Maryland, wherein Morgan & Shinehart are appellants, and Pendergast, Fenwick & Co. are appellees, and the said Joseph L. Savage, being by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the appellants, makes oath, deposeth, and saith as follows, to wit:

Question. Are you acquainted with Mr. Thomas P. Morgan, and with the members of the firm of Pendergast, Fenwick & Co.?

Answer. I have known Mr. Morgan for about twenty years; I have known the firm of Pendergast, Fenwick & Co. since March or April, 1866.

Question. Were you present at a conversation between Mr. Morgan and Mr. Fenwick, of that firm, at any time last year, when a conversation occurred relative to the running of Mr. Morgan's steamers? If yea, state the whole conversation, and the time and place at which it took place.

Answer. I was present at such conversation; I recollect Mr. Morgan telling Mr. Fenwick that his steamers must not be run at a loss; Mr. Fenwick said that his instructions should be complied with; that was during the month of April, 1866; as near as I can locate it, it was about that time; it took place at the office of Mess's Pendergast, Fenwick & Co.

145 *Cross-examined.*

Question. About what time in April, 1866, did this conversation take place? If you cannot state the day precisely, be good enough to state whether it was about the beginning or towards the middle or ending of the month.

Answer. I cannot state the time positively without referring to letters, which I have not with me. I have a telegram in New York, which would enable me to state the time.

Question. Who was present at the time of that conversation?

Answer. Mr. Fenwick, Mr. Morgan, and myself.

Question. Did Mr. Morgan state any time within which Mess's Pendergast, Fenwick & Co. were to ascertain and determine whether the running of the line was a loss, or would result in a loss?

Answer. He did not.

Re-direct.

Question. Do you know whether Mr. Morgan received any information from Pendergast, Fenwick & Company, as to the fact whether the boats were making or losing money? If so, state what was such information, and how and when it was received.

Answer. Mr. James Pendergast told me that the boats were making money; "at least five hundred dollars a round trip," was his remark. Mr. Fenwick showed me the books in the office, and
146 stated that the boats were making money. This information I communicated to Mr. Morgan in the spring of 1866, about the month of April, about the same time I had the conversation with Mr. Fenwick about which I have already testified to.

Re-cross.

Question. When, where, and in whose presence did Mr. James Pendergast make this statement about which you have just spoken?

Answer. In my presence, at Willard's Hotel, in Washington, about April, 1866.

Question. Did he mention on which of the boats were making money?

Answer. He simply stated them "Morgan's boats."

Question. What books were they that Mr. Fenwick exhibited to you?

Answer. They were the manifest books, which contained the amounts of freights of the General Custar & Kalorama.

Question. Did he show you any other books?

Answer. He showed me but the one.

Question. Did you imagine that you could be put in possession of the state of accounts between Mr. Morgan & Pendergast, Fenwick & Co., by an exhibition of the manifest book, without seeing the accounts of expenses attendant upon the running of the line?

147 Answer. I did, as Mr. Fenwick told me what the expenses were, and I could very easily deduct one from the other.

Question. Why did you not state the fact that Mr. Fenwick told you what the expenses were when you stated just now, in reply to Mr. Brent's question, what had taken place between Mr. Fenwick and yourself upon the subject?

Ans. I had more than one conversation with Mr. Fenwick; I had several.

Question. Why did you not state that fact in chief just now, and why did you confine yourself to stating that Mr. Fenwick showed you the books and told you that the steamers were making money?

Answer. I did not consider it pertinent to the question, and am not aware that I have to repeat every word that was said during the conversation.

Question. Of course you were not required to state every word that took place; but when you undertook to state that Mr. Fenwick showed you the books, and told you the steamers were making money, don't you think it was of some importance to state that Mr. Fenwick told you what the expenses were, and that you deducted them from the freights, as disclosed by the manifest books, and thus saw the state of the accounts for yourself?

148 Answer. I did not think of it. I supposed that my stating the steamers were making money to Mr. Morgan included all other facts.

Question. You do not answer the question. I am not asking you what you supposed in regard to what you told Mr. Morgan, but what you considered pertinent and important when testifying here as to what took place between you and Mr. Fenwick; and what I want to know is, why, when you were testifying in regard to what took place between Mr. Fenwick and yourself, as to his showing you the books, and stating that the vessels were making money, you did not deem it pertinent to state, in your answer to Mr. Brent's question, that Fenwick had told you what the expenses were, and you yourself had deducted them from the freights?

Answer. I did not think of it at the time of the question. Had I thought of it, and known that it was important, I should certainly have made the statement, as I have no wish to conceal any facts.

Question. Then I understand that, in testifying as to information which you received from Pendergast, Fenwick & Company, & communicated to Mr. Morgan, showing representation of the former firm to the effect that the vessels were making money, you did not deem it

149 important to state that they had furnished you with data by which you found it out for yourself?

Answer. I have answered that question in a former answer preceeding this.

Question. How came Mess's Pendergast, Fenwick & Company to be having all these conversations with you about Mr. Morgan's business?

Answer. They had made a proposition to me to run two steamships,

in which I was principal owner at the time, and I was desirous to satisfy myself, as far as I could, that the ships they already had were making money.

Question. Are you quite sure that you did not make the proposition to them?

Answer. I am not quite sure; I have a written proposition from the firm.

Question. I should like you to produce it.

(Objected to by proctor for appellant.)

Answer. I do not have it about me; I can mail it to the commissioner, if you desire it; it is of no use to me.

(The proctor for appellees here requests the witness to mail the said proposition to the commissioner.

Objected to by proctor for appellant.)

JOS. L. SAVAGE.

Subscribed & sworn to before me this 29th day of March, 1867.

ISAAC BROOKS, JR.,
U. S. Comm'r.

150 Deposition of Edwin G. Comstock, witness for appellants, taken before Robert Lyon Rogers, esquire, U. S. commissioner for the district of Maryland, at the city of Baltimore, on the 29th of November, 1867.

Erwin G. Comstock, a witness for the appellants in certain civil causes depending in the circuit court of the United States for the fourth circuit in and for the Maryland district, wherein the owners and claimants of the steamers Kalorama and General Custar are appellants, and James F. Pendergast, Charles H. Pendergast, and Henry A. Fenwick are appellees. And the said Erwin G. Comstock, being by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the appellants, makes oath, deposeth, and saith as follows, to wit:

I am twenty-six years of age, and reside at New Baltimore, Greene County, in the State of New York; I know the Mess's Pendergast and Mr. Fenwick, who, I believe, are parties to this suit; and I also know the parties, Mess's Morgan & Rhinehart. I was at one time in business with Mess's Morgan & Rhinehart, and my business connection commenced with them in the year eighteen hundred and sixty-two and three, and terminated in June, eighteen hundred and sixty-six. From Jan-
151 uary to June, A. D. 1866, I owned one-half of the steamer General Custar, and the other half was owned by Thomas P. Morgan, and he was the owner, or reputed owner, of the steamer Kalorama. I sold out my interest in the General Custer, and, I think, the bill of sale was made to George Rhinehart in the month of June or July, A. D. 1866. I believe in the spring and summer of A. D. 1866 these steamers were run between the ports of Baltimore and Savannah or Charleston. The agents of the steamers in Baltimore were Pendergast, Fenwick & Co., I think. The steamers were put into the line to be run from Baltimore to Charleston or Savannah. Mess's Pendergast, Fenwick & Co., of Baltimore, were to have the control and agency of the boats. I made no bargain with these gentlemen for the steamer Kalorama, but I did with them as to the steamer General Custer. Pendergast, Fenwick & Co. were to take the steamer General Custer for two trips from Baltimore to Savannah or Charleston, for which I refer to my correspondence be-

Answer. They were the manifest books, which contained the amounts of freights of the General Custar & Kalorama.

Question. Did he show you any other books?

Answer. He showed me but the one.

Question. Did you imagine that you could be put in possession of the state of accounts between Mr. Morgan & Pendergast, Fenwick & Co., by an exhibition of the manifest book, without seeing the accounts of expenses attendant upon the running of the line?

147 Answer. I did, as Mr. Fenwick told me what the expenses were, and I could very easily deduct one from the other.

Question. Why did you not state the fact that Mr. Fenwick told you what the expenses were when you stated just now, in reply to Mr. Brent's question, what had taken place between Mr. Fenwick and yourself upon the subject?

Ans. I had more than one conversation with Mr. Fenwick; I had several.

Question. Why did you not state that fact in chief just now, and why did you confine yourself to stating that Mr. Fenwick showed you the books and told you that the steamers were making money?

Answer. I did not consider it pertinent to the question, and am not aware that I have to repeat every word that was said during the conversation.

Question. Of course you were not required to state every word that took place; but when you undertook to state that Mr. Fenwick showed you the books, and told you the steamers were making money, don't you think it was of some importance to state that Mr. Fenwick told you what the expenses were, and that you deducted them from the freights, as disclosed by the manifest books, and thus saw the state of the accounts for yourself?

148 Answer. I did not think of it. I supposed that my stating the steamers were making money to Mr. Morgan included all other facts.

Question. You do not answer the question. I am not asking you what you supposed in regard to what you told Mr. Morgan, but what you considered pertinent and important when testifying here, as to what took place between you and Mr. Fenwick; and what I want to know is, why, when you were testifying in regard to what took place between Mr. Fenwick and yourself, as to his showing you the books, and stating that the vessels were making money, you did not deem it pertinent to state, in your answer to Mr. Brent's question, that Fenwick had told you what the expenses were, and you yourself had deducted them from the freights?

Answer. I did not think of it at the time of the question. Had I thought of it, and known that it was important, I should certainly have made the statement, as I have no wish to conceal any facts.

Question. Then I understand that, in testifying as to information which you received from Pendergast, Fenwick & Company, & communicated to Mr. Morgan, showing representation of the former firm to the effect that the vessels were making money, you did not deem it

149 important to state that they had furnished you with data by which you found it out for yourself?

Answer. I have answered that question in a former answer preceeding this.

Question. How came Mess's Pendergast, Fenwick & Company to be having all these conversations with you about Mr. Morgan's business?

Answer. They had made a proposition to me to run two steamships,

in which I was principal owner at the time, and I was desirous to satisfy myself, as far as I could, that the ships they already had were making money.

Question. Are you quite sure that you did not make the proposition to them?

Answer. I am not quite sure; I have a written proposition from the firm.

Question. I should like you to produce it.

(Objected to by proctor for appellant.)

Answer. I do not have it about me; I can mail it to the commissioner, if you desire it; it is of no use to me.

(The proctor for appellees here requests the witness to mail the said proposition to the commissioner.

Objected to by proctor for appellant.)

JOS. L. SAVAGE.

Subscribed & sworn to before me this 29th day of March, 1867.

ISAAC BROOKS, JR.,
U. S. Comm'r.

150 Deposition of Edwin G. Comstock, witness for appellants, taken before Robert Lyon Rogers, esquire, U. S. commissioner for the district of Maryland, at the city of Baltimore, on the 29th of November, 1867.

Erwin G. Comstock, a witness for the appellants in certain civil causes depending in the circuit court of the United States for the fourth circuit in and for the Maryland district, wherein the owners and claimants of the steamers Kalorama and General Custar are appellants, and James F. Pendergast, Charles H. Pendergast, and Henry A. Fenwick are appellees. And the said Erwin G. Comstock, being by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the appellants, makes oath, deposeth, and saith as follows, to wit:

I am twenty-six years of age, and reside at New Baltimore, Greene County, in the State of New York; I know the Mess's Pendergast and Mr. Fenwick, who, I believe, are parties to this suit; and I also know the parties, Mess's Morgan & Rhinehart. I was at one time in business with Mess's Morgan & Rhinehart, and my business connection commenced with them in the year eighteen hundred and sixty-two and three, and terminated in June, eighteen hundred and sixty-six. From Jan-
151 uary to June, A. D. 1866, I owned one-half of the steamer General Custar, and the other half was owned by Thomas P. Morgan, and he was the owner, or reputed owner, of the steamer Kalorama. I sold out my interest in the General Custer, and, I think, the bill of sale was made to George Rhinehart in the month of June or July, A. D. 1866. I believe in the spring and summer of A. D. 1866 these steamers were run between the ports of Baltimore and Savannah or Charleston. The agents of the steamers in Baltimore were Pendergast, Fenwick & Co., I think. The steamers were put into the line to be run from Baltimore to Charleston or Savannah. Mess's Pendergast, Fenwick & Co., of Baltimore, were to have the control and agency of the boats. I made no bargain with these gentlemen for the steamer Kalorama, but I did with them as to the steamer General Custer. Pendergast, Fenwick & Co. were to take the steamer General Custer for two trips from Baltimore to Savannah or Charleston, for which I refer to my correspondence be-

tween myself and Pendergast Brothers & Co., on file, as I believe, in this case. After making the two trips, as referred to in the letters, the boats were allowed to run on commission; I mean the Custer and the Kalorama. Pendergast, Fenwick & Co. were to receive ten per cent. commission; the also received particular instructions from Thomas
152 P. Morgan and myself not to run the boats twenty-four hours if they were losing a cent of money. These instructions were given repeatedly to Mr. James F. Pendergast and to Mr. Fenwick, of this firm. They both assured me that the boats were making money. These gentlemen both assured me, in the month of May, A. D. 1866, as I have stated, that the boats were making money; I am not positive whether it was in the month of April or May that these assurances were given. Mr. Fenwick told me that the boats were making from three to four hundred dollars a trip. When I say making money, I mean netting the amounts I have stated over and above their expenses. Mr. Fenwick and also Mr. James F. Pendergast both assured me that the boats should not be permitted to lose any money. Nothing was absolutely said in the conversations to which I have referred as to the steamers making money over and above expenses, but such was the general tenor of the conversation, and I drew this inference therefrom. The tenor of the conversations was that the steamers were carrying from twelve hundred to two thousand dollars freight per trip, so that after paying all expenses, commissions, &c., they were making money for the owners.

Examination-in-chief closed.

Being cross-examined by the proctor for the appellees the witness deposes and says as follows:

153 The correspondence I referred to in my examination-in-chief is that marked J. F. P., No. 1, and J. F. P., No. 2, filed with the deposition of James F. Pendergast in this cause.

Cross-int. No. 1. After the expiration of the two trial trips referred to in the correspondence hereinbefore mentioned, was there any written modification of the terms on which said steamers were to run, or did they run under the contract as made by said letters?

Answer. I cannot say whether there was any written modification, but there might have been. There was a verbal contract, as I have before stated.

Cross-int. No. 2. Was anything ever said on the subject except what you have hereinbefore testified to as the substance of conversations between yourself and Morgan and said firm?

Answer. There were several interviews, details of which I do not remember at present.

Cross-int. No. 3. Do you remember any modification of the terms of the contract contained in said letters, unless the conversations hereinbefore detailed by you constitute such modification?

Answer. I do not at present.

Cross-int. No. 4. Was any one else than yourself and Mr. Morgan, and some member of the firm of Pendergast, Fenwick & Co., present at the time of any of said conversations? If yea, state who was
154 so present.

Answer. I do not at present remember of any one else being present, though there might have been.

Cross-int. No. 5. Did not James F. Pendergast, in some of these conversations, say that if you or Mr. Morgan desired to know whether the ships were making money or not, he would stop them from running

and have the accounts made up so as to show the result of their running, and did you not reply, "No; they would make more by running than by lying at the wharf?"

Answer. I do not remember of his ever making such a remark to me, but repeatedly requested of Mr. Fenwick a statement of their accounts; but was put off from time to time, and never received any statement of account from them while I was an owner of the boat.

Cross-int. No. 6. Did Morgan, Rhinehart & Co., to your knowledge, receive any as between said Pendergast, Fenwick & Co. and said steamers, in consequence of any request of yours that said accounts should be communicated directly to said Morgan, Rhinehart & Co?

Answer. Not to my knowledge. I think it likely I may have made such a request.

E. G. COMSTOCK.

155 Deposition of Edward M. Uniack, witness for appellants, taken before the same commissioner, at the same place, on the 25th day of June, 1868.

Edward M. Uniack, a witness for the appellants in certain civil causes depending in the circuit court of the United States for the fourth circuit, in and for the district of Maryland, wherein the owners and claimants of the steamers Kalorama and General Custer are appellants, and James F. and Charles H. Pendergast and Henry A Fenwick are appellees. And the said Edward M. Uniack, being by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the appellants, makes oath, deposeth, and saith as follows, to wit:

My name is Edward M. Uniack; am thirty-four years of age; live in Baltimore City; and am now engaged in settling up the books of John J. Fardy & Brother, and John J. Fardy, Brother & Co. My business in 1866 was book-keeper and superintendent of the business of John J. Fardy & Brother. I had the management of the business of that firm. From January, 1866, to August, 1866, the firm of Morgan & Rhinehart could have had any amount of credit from the firm of John J. Fardy & Brother. There was a despatch came to our yard—I think it was from Morgan—of that firm, in June, 1866, to repair and supply the tug Tempest, and it was done. John J. Fardy & Brother directed me to do any work Morgan & Rhinehart wanted done. I never heard the
156 credit of Morgan & Rhinehart doubted from January, 1866, to late in that year. The Tempest was attached, I think, while she was at our yard by Fuller; and the firm of Fardy & Bro. released the boat, and held Morgan & Rhinehart for the repairs that were put on her. They would have given Thomas P. Morgan credit individually during this time. I think that the release of the Tempest by Fardy & Bro. was on the individual credit of Morgan.

Ex. in-chief closed.

Cross-examined.

I cannot say that I knew anything personally about the individual credit of Thomas P. Morgan. I never heard it doubted, and, as I said before, the firm of Fardy & Bro. would have credited him if he had wanted it. The firm never spoke particularly of Thomas P. Morgan. I don't think that he ever asked for individual credit. I know of no in-

stance in which his individual credit was a matter of consideration. I think, as I have said, that the despatch to repair the Tempest came from him; and if there had been any doubt about his individual credit on the part of the firm, I think I should have heard it mentioned there. The Tempest hailed, I think, from the port of Georgetown, in the District of Columbia. I think our bill for her repairs was about one hundred and sixty dollars. The bill was charged on our books
157 against the steam-tug Tempest. The bill has never been paid.

E. M. UNIACK.

Sworn to and subscribed before me this 25th June, A. D. 1868.

ROBT LYON ROGERS,
U. S. Commissioner.

Deposition of Young Tall, witness for appellants, taken before the same commissioner, at the same time and place.

Young Tall, a witness for the appellants in certain civil causes depending in the circuit court of the United States for the fourth circuit, in and for the district of Maryland, wherein the owners and claimants of the steamers Kalorama and General Custar are appellants, and James F. Pendergast, Charles H. Pendergast, and Henry A. Fenwick are appellees. And the said Young Tall, being by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the appellants, makes oath, deposeth, and saith as follows, to wit:

My name is Young Tall; I am thirty-eight years of age; reside 132 Sharp st., Baltimore; and am a ship-joiner, doing business in York st., Baltimore. I know the parties to this suit; I know the credit, I think, or knew the credit, of Morgan, Rhinehart & Co., from January, 1866, to August, 1866, in Baltimore City. The credit of this firm I alway
158 understood was good. I have so heard from steamboat men. I have heard Captain Ryther & Captain Bowen speak of the firm as a good firm, and Captain Bowen told me I ought to get their work, if I possibly could. I have heard Mr. George J. Beacham say that Mr. Morgan, of this firm, was an honest, upright man. I would have been willing to have trusted Mr. Morgan to any amount as far as I was able.

Ex. in chief closed.

Cross-ex.

I know of no property owned by Morgan from January, 1866, to August, 1866, except his interest in these steamers. I would have trusted Morgan personally, because he stood high with mechanics and his captains. I would have trusted for the reason that where everybody says a man is good I think it must be so. I neve heard the individual credit of Morgan discussed or talked of. What I have heard has been in regard to the credit of the firm of Morgan, Rhinehart & Co. If I had trusted Mr. Morgan, and made a charge for work done on one of his boats, I would have made the entry on my books, debiting the steamer and owners. This is my invariable custom. I make the entry in that way for the purpose of holding both responsible. If I had sold to Mr. Morgan, or had worked for him, I should have looked to him individually, and to his steamers, for security. It would depend upon cir-
159 cumstances whether I would have loaned money to Mr. Morgan

on his individual security. If I had plenty of money, and could get a good share out of him, I would just as soon trusted him as any one else.

Cross-ex. closed.

Re-examined.

Question. If you had lived in the same State with Thomas P. Morgan from January, 1866, to August, 1866, where there was no lien upon his steamers lawful for work and labor done on them by you as a mechanic, would you have trusted him?

(Question objected to.)

Answer. I would.

Question. Would you or not, during the period referred to, have worked for Morgan, and given him credit, when you had no lien on his property for the money?

(Question objected to.)

Answer. It would depend on circumstances. If the credit was to be for more than I was worth, I would not; but for eight hundred or one thousand dollars I would.

Re-examination closed.

Cross-ex.

If the credit to which I have referred in my answers just given were wanted on a steamboat, I would have charged it to the boat
160 and owners; but if it had been a steamboat shed, or something of that sort, I would charge to him individually.

YOUNG TALL.

Subscribed and sworn to before me this 25th June, A. D. 1868.

ROB'T LYON ROGERS,
U. S. Commissioner.

Deposition of William Applegarth, witness for appellants, taken before the same commissioner, at the same time and place.

William Applegarth, a witness for the appellants in certain civil causes depending in the circuit court of the United States for the fourth circuit, in and for the district of Maryland, wherein the owners and claimants of the steamers Kalorama and Gen'l Custer are appellants, and James F. and Charles H. Pendergast and Henry A. Fenwick are appellees. And the said William Applegarth, being by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the appellants, makes oath, deposeth, and saith as follows, to wit:

My name is William Applegarth; I am sixty years of age; I am a citizen of Baltimore; and am a commission merchant & ship-broker.
161 I know the parties to this suit, all the appellees, and I know Morgan & Rhinehart. I know that the credit of Morgan, Rhinehart & Co. was good up to the time the vessels in this case were libelled. I should think the credit of Tho's P. Morgan, individually, was good in Baltimore up to the time the boats were libelled. I had a good deal of business with Morgan, Rhinehart & Co. They had several vessels of mine chartered the latter part of the war, and they were very prompt in

their settlements with me. I would have given credit to Thomas P. Morgan, individually, from January to August, 1866. I took a draft on Morgan, Rhinehart & Co. after the boats were libelled, without regard to the boats, and it was promptly paid.

Ex. in chief closed.

Cross-ex.

I never heard the credit of Thomas P. Morgan, individually, spoken of. I know nothing of it. The draft I speak of was drawn in the city of Baltimore by Morgan, on the firm of Morgan, Rhinehart & Co., and by them accepted. It was for about one hundred and fifty dollars, for money which I let Morgan have when he was here after the boats were libelled. It was for commissions and money loaned Morgan. I afterwards took a draft on Morgan & Rhinehart, and by them accepted, for twenty-five hundred dollars, secured by mortgage on the Kal-
162 orama. The object of the draft was to raise money to pay sheriff's charges and other charges of the attachments laid on these vessels at the suit of Fuller and Clark. I tried to get the money on this draft at our bank and failed. This was after the execution of the mortgage. This draft was a draft at thirty days, and I had to pay it at maturity. I have received no portion of this money from anybody. I have asked all the parties to the draft for the money, but have failed to get it, and know of no way of realizing it unless I get it out of the proceeds of these boats. The boats have been sold under a deed of trust subsequent to my mortgage. I remember that about the time these steamers were making their second or third trip, Mr. L. Fuller endeavoured to raise money in this city on the paper of Morgan, Rhinehart & Co., and on the security of these boats, for the purpose of paying some debts on these boats, and I know he did not succeed in getting the money.

Cross-ex. closed.

Re-examined.

I know that Fuller failed to get this money, because Fuller told me he didn't get it. I know that he did not get the money from me, and he applied to me for it. I have no other knowledge on the subject. The draft for twenty-five hundred dollars, and the two mortgages, were given at the same time—I think after the libel was filed, and I think
163 the day the ships were stipulated. I was one of the stipulators, and the mortgage was given to indemnify me.

W. APPLEGARTH.

Subscribed and sworn to before me this 25th June, A. D. 1868.

ROB'T LYON ROGERS,
U. S. Commissioner.

Deposition of Francis Clark, witness for appellants, taken before the same commisioner, at the same time and place.

Francis Clark, a witness for the appellants in certain civil causes depending in the circuit court of the United States for the fourth circuit in and for the district of Maryland, wherein the owners & claimants of the steamers Kalorama and Gen'l Custer are appellants, and James F. and Charles H. Pendergast and Henry A. Fenwick are appellees. And the

said Francis Clark, being by me first carefully examined and cautioned, and duly sworn, according to law, to testify the whole truth, and being examined on behalf of the appellants, makes oath, deposeth, and saith as follows, to wit:

My na me is Francis Clark; my age is about thirty-five; I reside 144 S. Sharp st., Baltimore; and am a machinist and boiler manufacturer. I am a member of the firm of Murray, Clark & Co., who do
164 business at 40, 42, & 44 York st., Baltimore, and they are machinists and boiler-makers. I know Thomas P. Morgan and George Rhinehart. I know E. G. Comstock when I see him, and I know all the appellees in these cases. I know the personal credit of said Morgan, Rhinehart, and Comstock, in the city of Baltimore, from January to August, A. D. 1866. It was good, and our firm would have trusted them to any amount. During this time I never heard the credit of either Morgan or Rhinehart doubted. I know they obtained credit in Baltimore during that time. They got credit from our firm, the firm of Fardy & Brothers, and different other firms.

Closed in chief.

Cross-examined.

I am speaking in my testimony-in-chief of the credit of Thomas P. Morgan & George Rhinehart, members of the firm of Morgan, Rhinehart & Co. I am speaking of the credit of the firm, and we sold to the firm on the credit of the firm, and I have also given Thomas P. Morgan personal credit. I gave Thomas P. Morgan personal credit for some five or six hundred dollars for services rendered by me to him about the date I spoke of in chief, from January to August, 1866. The services were rendered by me as supervising engineer for him, and I waited on him for my pay. This is the only
165 credit I know of extended to him individually. When I rendered service to Morgan as supervising engineer I did not agree to waive my lien upon the boats. I made no agreement about it either one way or the other. Our firm credited in all Morgan, Rhinehart & Co. to the amount of some ten thousand dollars; I can't state the amount exactly, and of this sum there remains due about twenty-five hundred dollars, and this has been due since January, A. D. 1866, or thereabouts. I have made no particular enquiry, and do not know of any property out of which we could realize that debt. I am one of the stipulators in these cases. There was a deed of trust on the steamers to indemnify the stipulators for any liability they might incur. I think the security might have been otherwise obtained. I do not mean to say that the security could have been otherwise obtained. I do not know whether it could or not. When I speak of deed of trust I mean that a mortgage was given on the steamers, at Mr. Morgan's own proposal, to indemnify the stipulators of the steamers for any liability they might incur. At the time this mortgage was so given, there was nothing said about security for the balance due our firm, but subsequently there was a deed of trust given, and our firm was mentioned therein as one of the creditors supposed to be secured by it.

Cross-ex. closed.

166 *Re-examined.*

I never heard the credit of Thomas P. Morgan spoken of either one way or the other from January to August, 1866. I or my firm would

have given him credit individually, for anything that he might have wanted or required in our line. During this period Mr. Morgan was well known here in Baltimore. He used to come here frequently, sometimes once a week and sometimes once or twice a week.

FRANCIS CLARK.

Subscribed and sworn to before me this 25th June, 1868.

ROB'T LYON ROGERS,
U. S. Commissioner.

Deposition of William J. Murray, witness for appellants, taken before the same commissioner, at the same time and place.

William J. Murray, a witness for the appellants in certain civil causes depending in the circuit court of the United States for the fourth circuit, in and for the district of Maryland, wherein the owners & claimants of the steamers Kalorama and Gen'l Custer are appellants, and James F. Pendergast, Charles H. Pendergast, and Henry A. Fenwick are appellees. And the said William J. Murray, being by me first carefully examined and cautioned, and duly sworn, according to law, to tes-
167 tify the whole truth, and being examined on behalf of the appellants, makes oath, deposeth, and saith as follows, to wit:

My name is William J. Murray; my age is about forty; and I reside 165 Montgomery street, in the city of Baltimore. I am a machinist and boiler-maker, and a member of the firm of Murray, Clark & Co., of Baltimore. I know Thomas P. Morgan, George Rhinehart, and have seen E. G. Comstock, and I know Mr. Jerome Pendergast. The name of Morgan, Rhinehart & Co. was good to our firm for any amount they might have wanted in our line from January, 1866, to August, 1866. They transacted a good deal of business in Baltimore during this period with our firm, the firm of Fardy & Brothers, and other firms. I never heard of their credit being doubted. I would have, during this period, Thomas P. Morgan, individually, as far as I would any man in the country, and so would our firm.

Ex. in chief closed.

Cross-ex.

I never heard anything said about the credit of Mr. Morgan, either one way or another, until the difficulties occurred about these steamers—I mean to say, at the time the vessels were libelled. I never heard anything about the steamers being in the custody of the sheriff, under attachments issued at the suit of Fuller & Clark. I never knew
168 Mr. Morgan to receive any individual credit, other than was extended to the firm of Morgan, Rhinehart & Co. I did not in 1866, nor do I now, know of any property owned by Morgan, except the interest I understood he had in the steamers Kalorama and Custer. The firm of Morgan, Rhinehart & Co. owe our firm some twenty-five hundred dollars, and have owed it since the early part of 1866. I know of no property belonging to them out of which we could realize that sum. I am not one of the stipulators of these steamers. I know that Robbins, a coppersmith in my neighborhood, gave credit to Morgan, Rhinehart & Co., and I know this because it is customary to give steamboat owners credit for a short time for work done by them. I know of no other parties giving them credit, nor do I know that these parties did, except that it is customary to give credit as I have stated.

W'M J. MURRAY.

Subscribed and sworn to before me this 25th of June, A. D. 1868.

ROB'T LYON ROGERS,
U. S. Commissioner.

FORM C.

[Copy.]

Enrollment.

169 Enrollment in conformity to an act of the Congress of the United States of America, entitled "An act for enrolling and licensing ships or vessels to be employed in the coasting trade and fisheries, and for regulating the same," approved February 18, 1793, and of "An act to regulate the admeasurement of tonnage of ships and vessels of the United States," approved May 6th, 1864.

No. 38.

This vessel was formerly named the "Crusader," and her name was changed by order of the Sec'y of the Treasury.

JAS. A. MAGRUDER,
Collector.

CUSTOM-HOUSE,
GEORGETOWN, D. C.,
Jan'y 24th, 1868.

It is hereby certified that the annexed is a true copy from the records of this office. Witness my hand and seal the day and year above written.

J. L. PARKHURST,
D'y Collector.

An act of the Congress of the United States.

Thomas P. Morgan, of Washington, D. C., having taken or subscribed the oath required
Where surrendered. by the said act, and having sworn that he is a citizen of the United States, sole owner of the ship or vessel called the Kalorama, of Washington, D. C., whereof is at present
Date of surrender. master, and, as he hath sworn, is a citizen of the United States,
Day of and that the said ship or vessel was purchased at government sale by the present owner, Thomas P. Morgan, of Wash-
Cause of surrender. ington—bill of sale on the records of this office. And Henry Wingate, readmeasured, having certified that the said ship or
170 vessel has two decks and two masts, and that her length is one hundred and sixty $\frac{6}{10}$ feet; her breadth, twenty-eight $\frac{3}{10}$ feet; her depth, nine $\frac{5}{10}$ feet; her height, $\frac{}{10}$ feet; that she measures four hundred and sixty-nine tons and forty-one hundredths, viz:

	Tonnage.	$\frac{1}{100}$s
Capacity under tonnage-deck	266	22
Capacity between decks above tonnage-deck	203	19
Capacity of enclosures on the upper deck	...	..
Total tonnage	469	41

And that she is a steamer, has
and head.

And the said Thomas P. Morgan having agreed to the description and admeasurement above specified, and sufficient security having been given, according to the said acts, the said steamer has been duly enrolled at the port of Georgetown, D. C.

Given under my hand and seal, at the port of Georgetown, D. C., this 29th day of July, in the year one thousand eight hundred and sixty-five.

[CUSTOM-HOUSE, GEORGETOWN.] W. A. CRAIG,
Deputy Collector.

171 In the circuit court of the United States for the Maryland district.

PENDERGAST, FENWICK & Co.
vs.
STEAMER "KALORAMA"—THOMAS P. MORGAN, claimant.
} Appeal in admiralty.

It is admitted that on the 22nd day of May, 1866, Lester D. Fuller caused to be issued out of the superior court of Baltimore City an attachment against E. G. Comstock, and the above-named Thomas P. Morgan, as non-residents of the State of Maryland, to recover the sum of $1,800 due on a note of Comstock and the said Morgan, which had matured on the 29th of April preceding, & on the 22d of May the said Fuller also caused to be issued out of the said court an attachment against the said Morgan, Comstock, & Rinehart, as non-residents of the State of Maryland, to recover the sum of $6,360, with interest thereon, the amount of a note of theirs, which had fallen due on the 30th March preceding, & that in pursuance of said writs the sheriff of said city took possession of the steamer "Kalorama," and that on the 2nd of June, William Clark also caused to be issued out of the superior court an attachment against the said Morgan & Comstock to recover the amount of $3,002 25 due on a promisary note of theirs, which had matured on the 29th of May preceding, & that said attachment was also levied on said steamer; that on the 14th of June, 1866, while said steamer
172 was so in possession of said sheriff under said writs, the libellants instituted an action in personam against the said Morgan, & caused an attachment, founded thereon, to be issued against him as a non-resident of the State of Maryland, to recover the sum of $4,772 17, with interest from 13th May, 1866, which is a part of the same claim as that which the libel in this cause was filed to recover, & that the attachment issued thereon was levied on said steamer, then in possession of said sheriff; that the said claims of Fuller & Clark were subsequently settled, & by their order the attachments issued on their suits were dismissed; that subsequently, on the 27th October, 1866, the said Morgan appeared to the said action of Pendergast, Fenwick & Co., against him in the superior court, filed a bond for dissolving said attachment; that said attachment was duly dissolved & the possession of said steamer surrendered by said sheriff; that the above-named claimant, for the purpose of preventing the marshal from seizing said steamer under the libel filed in this cause, & the accrual of unnecessary costs, which would result therefrom, made claim to said steamer, & executed and caused to be filed in this cause, the stipulation which is filed therein, as if said steamer were in possession of the marshal under the writ from
173 this court. It is further admitted that said action of Pendergast, Fenwick & Co. against the said Morgan is still pending & undecided in the superior court of Baltimore City, and that the claim sought to be recovered in said attachment of Pendergast, Fenwick & Co. is the same as that sought to be recovered in this proceeding, except so far as the account is altered by debits & credits since the issue of said attachment.

R. J. & J. L. BRENT,
For Appellants.
WALLIS & THOMAS,
Proctors for Appellees.

In the circuit court of the United States.

OWNERS & CLAIMANTS OF THE STEAMERS "Kalorama" and General Custer" *vs.* PENDERGAST, FENWICK & Co. } Appeal.

It is agreed that the testimony taken in either of these cases may be used in the other, without reference to the mode in which it may be stated to have been taken, & all exceptions to any informality, if there be any, to the mode of taking or the manner of returning it is hereby waived.

JNO. M. FRAZIER,
For Appellant.
174 WALLIS & THOMAS,
Proctors for Appellees.

PENDERGAST, &c., *vs.* STEAMER GEN'L CUSTER.

SAME *vs.* STEAMER KALORAMA.

It is admitted that James F. Pendergast, one of the libellants, testified before the commissioner that the disbursements made by the libellants for the above-named steamers were necessary to enable said steamers to prosecute their voyages, and that said necessary disbursements, & the articles so paid for by the libellants, could not have been procured on the credit of the master or owners of said steamers, or otherwise than on the credit of said steamers themselves. Said testimony having been mislaid or accidentally not returned by the commissioner, it is agreed that this statement thereof shall be substituted therefor, & that for the purposes of said cases, said Pendergast shall be considered as having testified to said facts. It is also agreed that the enrollments of said steamers shall be considered as evidence of ownership, &
175 of the other facts purporting to be stated by them. It is agreed that records of the mortgages & deeds of trust spoken of by the witnesses be dispensed with. It is admitted that in the action in personam, referred to in a former admission of counsel, against the owners of said steamers instituted in the superior court of Baltimore City, subsequently to the filings of these libels, a judgment was recovered against said owners from which an appeal was taken, which appeal is now pending.

WALLIS & THOMAS,
Proctors for Appellees.
J. L. BRENT,
For Appellants.

In the circuit court of the United States for the district of Maryland.

OWNERS & CLAIMANTS OF STEAMERS Kalorama & Gen'l Custer *vs.* PENDERGAST ET AL.

In this case the appellants expect to prove, by E. G. Comstock, a citizen of Massachusetts or New York, that the appellees promised and

agreed with Thomas P. Morgan & with Morgan & Rinehart that the steamers Kalorama & Gen'l Custer should be run no longer than they paid expenses; and that after said steamers had been running for
176 some time under the superintendence and agency of the appellees, that said appellees assured the said Thomas P. Morgan and Morgan & Rinehart that said steamers were not only paying expenses but making money for their owners, and that such understanding existed between the owners of said steamers & the appellees during the whole time that the agency for such boats continued in the appellees.

JOHN M. FRAZIER,
For Appellants.

And afterwards, to wit, on the 17th day of November, in the year of our Lord 1868, the circuit court here made and passed the following decree, to wit:

In the circuit court of the United States for the 4th circuit in and for the Maryland district.

OWNERS & CLAIMANTS OF STEAMER KALORAMA *vs.* JAMES F. PENDERGAST, CHARLES H. PENDERGAST, Henry A. Fenwick. } In admiralty.—On appeal from decree of the district court.

177 This cause coming on to be heard on appeal, & the same being submitted on the proofs filed herein, & on the agreement of the proctors for the respective parties, it is hereby decreed that the decree of the district court herein be reversed, with costs, & that the libel of the libellants be dismissed with costs.

S. P. CHASE,
Ch. Jus. U. States.

From which said decree, so as aforesaid passed, the said James F. Pendergast, Charles H. Pendergast, and Henry A. Fenwick prayed an appeal to the Supreme Court of the United States, to be held at the city of Washington on the first Monday in December next; and to them it is granted.

Know all men by these presents that we, Henry A. Fenwick & S. Hamilton Caughy, are held & firmly bound unto Thomas P. Morgan, William Applegarth, Henry Kelsey, Frank Clark, & George F. Needham in the full & just sum of five hundred dollars, lawful money of the United States, to be paid to the said Thomas P. Morgan, William Applegarth, Henry Kelsey, Frank Clark, & George F. Needham, their certain attorneys, executors, administrators, or assigns; to which payment, well
178 & truly to be made & done, we bind ourselves, our heirs, executors, & administrators, jointly & severally, firmly by these presents, sealed with our seals, & dated this twenty-seventh day of November, in the year of our Lord one thousand eight hundred and sixty-eight.

Whereas, at the district court of the United States in & for the district of Maryland, James F. Pendergast, Charles H. Pendergast, & Henry A. Fenwick, trading under the firm name and style of Pendergast, Fenwick & Company, did file their libel against the steamer "Kalorama," her tackle, furniture, &c.; & whereas the said Thomas P. Morgan, William Applegarth, Henry Kelsey, Frank Clark, & George F. Needham did enter into a stipulation whereby they became substituted for said steamer, &c.; and whereas the said district court as aforesaid

did, on the nineteenth day of December, in the year one thousand eight hundred & sixty-six, decree that the said stipulators should pay unto the said James F. Pendergast, Charles H. Pendergast, & Henry A. Fenwick, libellants as aforesaid, the full & just sum of six thousand four hundred & ninety-six dollars & sixty-three cents, & costs, to be paid within twenty days; and whereas the said Thomas P. Morgan, William Applegarth, Henry Kelsey, Frank Clark, & George F. Needham, stipulators as aforesaid, did, on the twenty-fourth day of December, eighteen hundred & sixty-six, appeal from the said decree of the district court as
179 aforesaid, to the circuit court of the United States for the fourth circuit & district of Maryland; and whereas the said decree of the district court was by said circuit court reversed, and the libellants as aforesaid were decreed to pay the costs of the suit, as well in the said circuit court as in the district court aforesaid; & whereas the said James F. Pendergast, Charles H. Pendergast, & Henry A. Fenwick have appealed from the said decree of the said circuit court to the Supreme Court of the United States, to be held at Washington, in the District of Columbia, to the end that the said Supreme Court may pass judgment whether said last-mentioned decree shall be reversed:

Now, the condition of the aforegoing obligation is such, that if the said James F. Pendergast, Charles H. Pendergast, & Henry A Fenwick shall well & truly prosecute with effect their said appeal, and pay unto the said Thomas P. Morgan, William Applegarth, Henry Kelsey, Frank Clark, & George F. Needham, their heirs, executors, administrators, or assigns, their costs and charges aforesaid, adjudged unto them by the said circuit court, and also all such costs and charges as may be awarded unto them by the said Supreme Court, in case they, the said James F. Pendergast, Charles H. Pendergast, & Henry A. Fenwick, shall fail to make good their said appeal, then the above obligation to be
180 void & of none effect; otherwise to be & remain in full force & virtue in law.

H. A. FENWICK. [SEAL.]
S. H. CAUGHY. [SEAL.]

Signed, sealed, & delivered in the presence of—
M. R. WALTER.

Bond approved 28 November, 1868.

WILLIAM F. GILES.

Thereupon it is ordered by the court here that the record and proceedings aforesaid, with all things concerning the same, be transmitted to the said Supreme Court; and the same are transmitted accordingly.

In testimony that the aforegoing is a true copy taken from the record and proceedings of the circuit court aforesaid, I have hereunto subscribed my name, and affixed the seal of the said circuit court, this fifth day of December, in the year of our Lord one thousand eight hundred and sixty-eight.

[SEAL.]

JAMES W CHEW,
Clerk Circuit Court.

(Indorsement on cover:) No. 260. James F. Pendergast, Charles H. Pendergast, & Henry A. Fenwick, appellants, vs. the Owner and Claimant of the Steamer Kalorama. Maryland C. C. U. S.
Filed 30th September, 1869.